

Annex 1

EXECUTION COPY

D.E. SHAW LAMINAR LENDING 2, INC.
120 West 45th St.
New York, NY 10036

November 22, 2004

RCN Corporation
105 Carnegie Center
Princeton, NJ 08540

Attention: John Dubel

Re: Second-Lien Secured Financing Commitment Letter

Ladies and Gentlemen:

You have informed D.E. Shaw Laminar Lending 2, Inc. ("Laminar") that RCN Corporation (the "Company") and certain of its subsidiaries (collectively, the "Debtors-in-Possession") (i) have filed voluntary petitions for relief under Chapter 11 of the United States Codes entitled "Bankruptcy" (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") and (ii) pursuant to the joint plan of reorganization of the Debtors-in-Possession under the Bankruptcy Code filed with the Bankruptcy Court on October 12, 2004 (the "Plan"), plan to make cash payments in satisfaction of certain claims owing to certain creditors of the Debtors-in-Possession (to the extent provided in the Plan).

We also understand that in order to make such cash payments, to pay the fees and expenses incurred in connection with the Transaction (as defined below, but which in any event shall include the consummation of the Plan by the Company), and to provide for the working capital needs and general corporate requirements of the Company and its subsidiaries after giving effect to the Transaction, it is presently contemplated that the Company will issue convertible second-lien debt securities (the "Second-Lien Notes") which shall, subject to the adjustment discussed in the immediately following sentence, generate \$150.0 million of gross cash proceeds (the "Second-Lien Secured Financing"; the Second-Lien Secured Financing, together with the occurrences described in the immediately preceding paragraph, being herein referred to as the "Transaction"). We also understand that the \$150.0 million of gross cash proceeds (the "Second-Lien Financing Amount") to be received by the Company from the Second-Lien Secured Financing is subject to a dollar-for-dollar reduction to the extent the aggregate committed amount of the First-Lien Credit Facilities (as defined in Exhibit B attached

hereto) is increased above \$330 million prior to the Closing Date; provided, however, in no event shall the Second-Lien Financing Amount be reduced by more than \$25.0 million (the Second-Lien Financing Amount as it may be reduced pursuant to this sentence is referred to herein as the "Adjusted Second-Lien Financing Amount"). Additionally, we understand that each of Canpartners Investments IV, LLC ("Canyon") and Seneca Capital, L.P. ("Seneca") have separately committed to the Company to purchase (on terms substantially identical to the terms set forth herein) \$10 million aggregate principal amount of the Adjusted Second-Lien Financing Amount, except (i) that the commitments of Canyon and Seneca are subject to the condition that the aggregate committed amount of the First-Lien Credit Facilities is increased to \$355 million and (ii) with respect to any terms applicable only to Laminar (such as, by way of example, the term granting to Laminar a right to nominate a candidate for election as a director). The difference obtained by subtracting (i) the \$20 million aggregate principal amount of the Second-Lien Notes that Canyon and Seneca have collectively committed to purchase from the Company from (ii) the Adjusted Second-Lien Financing Amount is referred to herein as the "Remaining Principal Amount of Second-Lien Financing"; provided, however, notwithstanding their respective commitments, in the event that prior to the expected Closing Date Canyon and Seneca do not confirm to the Company their intention to collectively purchase \$20 million aggregate principal amount of Second-Lien Notes and do not in fact purchase (and do not arrange for a substitute purchaser acceptable to the Company to purchase) \$20 million aggregate principal amount of Second-Lien Notes on the Closing Date (a "C/S Nonfunding Event"), then the definition of "Remaining Principal Amount of Second-Lien Notes" for purposes of this Commitment Letter (as defined herein) shall mean the amount equal to the Adjusted Second-Lien Financing Amount less the amount, if any, of Second-Lien Notes that Canyon and Seneca actually purchase.

It is understood that the Second-Lien Notes comprising the Adjusted Second-Lien Financing Amount will be issued pursuant to a purchase agreement and an indenture (the "Second-Lien Note Purchase Facility"); it being understood that all of the Second-Lien Notes shall be issued on the closing date of the Transaction (the "Closing Date"). A summary of certain of the terms and conditions of the Second-Lien Note Purchase Facility is set forth in Exhibit A attached hereto (together with the Conditions Precedent set forth in Exhibit B hereto, the "Term Sheet"). Please note that those matters that are not covered or made clear herein or in the Term Sheet are subject to mutual agreement of the parties hereto.

It is understood that (i) Tejas Securities Inc. ("Tejas") has committed to the Company (on terms substantially identical to the terms set forth herein, except with respect to any terms applicable only to Laminar) to place one-third (1/3) of the Remaining Principal Amount of Second-Lien Financing to the institutional investors set forth on Schedule I to Exhibit A hereto (collectively, the "Tejas Investors") and that the Tejas Investors have each separately committed to the Company to collectively purchase (on terms substantially identical to the terms set forth herein, except with respect to any terms applicable only to Laminar) one-third (1/3) of the Remaining Principal Amount of Second-Lien Financing (the "Tejas Commitment") and (ii) certain members of the Company's creditors committee identified by the Company (the "Backstop Purchasers") have separately committed to the Company to purchase (on terms substantially identical to the terms set forth herein, except with respect to any terms applicable only to Laminar) one-third (1/3) of the Remaining Principal Amount of Second-Lien Financing (the "Backstop Purchaser Commitment") and together with the Tejas Commitment, the "T/BP

Commitment”). Prior the Closing Date, we understand that certain creditors of the Company that are “accredited investors” or “qualified institutional buyers” (as such terms are defined pursuant to the Securities Act of 1933, as amended (the “Securities Act”)) will be offered the opportunity to purchase some or all of the aggregate principal amount of the Second-Lien Notes representing the T/BP Commitment in a transaction intended to be exempt from registration under the Securities Act, and to the extent such creditors commit to purchase Second-Lien Notes, the T/BP Commitment will be reduced on a dollar-for-dollar basis (equally as between the Tejas Commitment and the Backstop Purchaser Commitment) by an amount equal to the aggregate principal amount of Second-Lien Notes actually purchased by such creditors on the Closing Date. Laminar and/or its affiliates and designees, Canyon, Seneca, the Tejas Investors and such creditors (including the Backstop Purchasers) that, in any such case, actually purchase some or all of the Second-Lien Notes are collectively referred to herein as the “Purchasers”.

Laminar is pleased to confirm that, subject to the terms and conditions set forth herein and in the Term Sheet, it and/or its affiliates and designees (as determined in the sole discretion of Laminar) hereby commits to purchase one-third (1/3) of the Remaining Principal Amount of Second-Lien Financing; it being understood, that in no event shall Laminar’s purchase obligation be greater than \$50.0 million or less than \$35.0 million of the total principal amount of Second-Lien Notes issued.

It is understood that at least ten business days prior to the expected Closing Date, the Company shall, by irrevocable written notice, notify the Purchasers of the final principal amount of Second-Lien Notes that the Purchasers shall be required to purchase. it being further understood, that in no event shall Laminar’s purchase obligation be greater than \$50.0 million or less than \$35.0 million of the total principal amount of Second-Lien Notes issued.

You represent, warrant and covenant that (a) the disclosure statement filed with and approved by the Bankruptcy Court pursuant to the Plan contains “adequate information” (as such term is defined in Section 1125 of the United States Bankruptcy Code) and (b)(i) no information which has been or is hereafter furnished by you or on your behalf to Laminar in connection with the transactions contemplated hereby, and (ii) no other information given at information meetings for the Purchasers and/or potential Purchasers and supplied or approved by you (such other information referred to in this clause (b)(ii) being referred to herein collectively as the “Information”) taken as a whole together with the Plan contained (or, in the case of Information furnished after the date hereof, will contain), as of the time it was (or hereafter is) furnished, any material misstatement of fact or omitted (or will omit) as of such time to state any material fact necessary to make the statements therein taken as a whole not misleading, in the light of the circumstances under which they were (or hereafter are) made; provided that, with respect to Information consisting of statements, estimates and projections regarding the future performance of the Company and its subsidiaries (collectively, the “Projections”), no representation, warranty or covenant is made other than that the Projections have been (and, in the case of Projections furnished after the date hereof, will be) prepared in good faith based on assumptions believed to be reasonable at the time of preparation thereof. To the extent you have supplemented the Information and Projections pursuant to any request by Deutsche Bank under the Senior Secured Financing (as defined in Exhibit B hereto), you agree to provide Laminar with any such supplements until the date of the initial purchasing under the Second-Lien Secured Financing, as appropriate, so that the representations and warranties in the preceding sentence

remain correct; provided, however, that Laminar can request such supplements if it has a good faith belief that there has been a material adverse change in the Information and Projections; provided further, that you are not obligated to update the information in the disclosure statement. Nothing in this Commitment Letter shall obligate you to make public any nonpublic information provided to any Purchaser and you may decline to provide such nonpublic information to any party not bound by appropriate confidentiality provisions. You understand that Laminar will use and rely on the Information and the Projections without independent verification thereof.

Laminar's commitments and agreements hereunder are subject to the terms and conditions set forth in Exhibit B to the Term Sheet.

To induce Laminar to issue this letter (together with the Term Sheet, this "Commitment Letter") and to proceed with the documentation of the proposed Second-Lien Secured Financing and to induce Tejas to issue the Tejas Commitment and to proceed with the documentation of the proposed Second-Lien Secured Financing, you hereby agree that (i) all reasonable fees and expenses (including the reasonable fees and expenses of Willkie Farr & Gallagher LLP) of Laminar and its affiliates and designees arising in connection with this Commitment Letter and in connection with the Transaction and the other transactions described herein (including in connection with our due diligence) incurred on or after August 1, 2004 and (ii) all reasonable fees and expenses of Tejas and its affiliates and designees (including the reasonable fees and expenses of Akin Gump Strauss Hauser & Feld LLP) arising in connection with this Commitment Letter and in connection with the Transaction and the other transactions described herein incurred on or after October 14, 2004 shall constitute allowed administrative expenses pursuant to section 503(b) of the Bankruptcy Code and shall be for your account and the joint and several account of the other Debtors-in-Possession (and that you shall from time to time upon request from Laminar and Tejas, as applicable, reimburse Laminar and Tejas and their respective affiliates and designees for all such fees and expenses paid or incurred by them within 10 business days of receipt of an invoice for any such fees and expenses, subject to any requirement under the Bankruptcy Code that such reimbursement of fees and expenses be approved by the Bankruptcy Court), whether or not the Transaction is consummated, the Second-Lien Secured Financing is made available or definitive documents for the Second-Lien Note Purchase Facility are executed (the foregoing is referred to herein as the "Expense Reimbursement"). You further agree to indemnify and hold harmless (and that the other Debtors-in-Possession shall be jointly and severally obligated to indemnify and hold harmless) Laminar, Tejas, each Purchaser (including, in any event, each Tejas Investor and Backstop Purchaser) and their respective affiliates and each director, officer, employee, representative and agent thereof (each, an "indemnified person") from and against any and all actions, suits, proceedings (including any investigations or inquiries), claims, losses, damages, liabilities or expenses of any kind or nature whatsoever which may be incurred by or asserted against or involve Laminar, Tejas, any Purchaser or any other such indemnified person as a result of or arising out of or in any way related to or resulting from this Commitment Letter or the Transaction and to pay and reimburse Laminar, Tejas, each Purchaser and each other indemnified person from time to time promptly following its demand for any reasonable legal or other out-of-pocket expenses incurred in connection with investigating, defending or preparing to defend any such action, suit, proceeding (including any inquiry or investigation) or claim (whether or not Laminar, Tejas, any Purchaser or any other such indemnified person is a party to any action or proceeding out of which any such expenses arise); provided, however, that you

shall not have to indemnify any indemnified person against any loss, claim, damage, expense or liability to the extent same resulted from the gross negligence or willful misconduct of the respective indemnified person (as determined by a court of competent jurisdiction in a final and non-appealable judgment). Any amounts due and payable to an indemnified person pursuant to this paragraph also shall constitute an allowed administrative claim pursuant to section 503(b) of the Bankruptcy Code. This Commitment Letter is issued for your benefit only and no other person or entity may rely hereon. Neither Laminar, Tejas nor any other indemnified person shall be responsible or liable to you or any other person or entity for (x) any determination made by it pursuant to this Commitment Letter in the absence of gross negligence or willful misconduct on the part of such person (as determined by a court of competent jurisdiction in a final and non-appealable judgment) or (y) any consequential, special, indirect or punitive damages which may be alleged as a result of this Commitment Letter or the financing contemplated hereby.

Laminar reserves the right to employ the services of its affiliates and designees in providing services contemplated by this Commitment Letter and to allocate, in whole or in part, to its affiliates or designees certain fees payable to Laminar in such manner as Laminar and its affiliates and designees may agree in their sole discretion. You also agree that Laminar may at any time and from time to time assign all or any portion of its commitments hereunder to one or more of its affiliates or designees who are capable of performing its obligations hereunder. You further acknowledge that Laminar, Tejas and the Backstop Purchasers may share with any of their respective affiliates or designees, and such affiliates or designees may share with Laminar, Tejas and the Backstop Purchasers, as applicable, any information related to the Transaction, the Company and its subsidiaries and affiliates, or any of the matters contemplated hereby, subject to any confidentiality agreements that may be in effect with respect thereto or agreed upon between the Company and Laminar, Tejas and the Backstop Purchasers, as applicable.

You agree that this Commitment Letter is for your confidential use only and that, unless Laminar has otherwise consented, neither its existence nor the terms hereof will be disclosed by you to any person or entity other than your officers, directors, employees, accountants, attorneys, holders of your senior notes and your existing senior lenders and other advisors, and then only on a "need to know" basis in connection with the transactions contemplated hereby and on a confidential basis. Notwithstanding the foregoing, (x) you shall be permitted to furnish a copy hereof (together with disclosure of the fees payable pursuant to the Term Sheet) to the Bankruptcy Court, any committee appointed in the cases, the U.S. Trustee and other required parties in interest in connection with the Transaction, and (y) following your acceptance of the provisions hereof and your return of an executed counterpart of this Commitment Letter to us as provided below, (i) you may make public disclosure of the existence and amount of the commitments hereunder and of the identity of Laminar as an initial purchaser, (ii) you may file a copy of this Commitment Letter in any public record in which it is required by law to be filed and (iii) you may make such other public disclosure of the terms and conditions hereof as, and to the extent, you are required by law, in the opinion of your counsel, to make. Laminar shall have the right to review and approve all public announcements and filings relating to the transactions contemplated hereby which refer to Laminar, any of its affiliates or designees and any Purchaser before they are made (such approval not to be unreasonably withheld). If this Commitment Letter is not accepted by you as provided below, please immediately return this Commitment Letter (and any copies hereof and thereof) to the undersigned.

The provisions of the five immediately preceding paragraphs, this paragraph and the provisions of the fourth paragraph from the end this Commitment Letter shall survive any termination of this Commitment Letter.

This Commitment Letter (and your rights and obligations hereunder) shall not be assignable by you to any person or entity without the prior written consent of Laminar (and any purported assignment without such consent shall be null and void). This Commitment Letter may not be amended or waived except by an instrument in writing signed by you and Laminar. This Commitment Letter may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed signature page of this Commitment Letter by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof or thereof, as the case may be. This Commitment Letter shall be governed by, and construed in accordance with, the laws of the State of New York. This Commitment Letter sets forth the entire agreement between the parties as to the matters set forth herein and supersedes all prior communications, written or oral, with respect to the matters herein.

EACH OF THE PARTIES HERETO HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, ACTION, SUIT OR PROCEEDING ARISING OUT OF OR CONTEMPLATED BY THIS COMMITMENT LETTER. YOU HEREBY SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF THE FEDERAL AND NEW YORK STATE COURTS LOCATED IN THE COUNTY OF NEW YORK IN CONNECTION WITH ANY DISPUTE RELATED TO THIS COMMITMENT LETTER OR ANY MATTERS CONTEMPLATED HEREBY.

Notwithstanding anything to the contrary contained herein, the obligations of the Company under this Commitment Letter are subject to the approval of the Bankruptcy Court; it being understood and agreed to by the Company that upon approval of the Bankruptcy Court, the Company shall pay any and all fees pursuant to the Term Sheet; it being further understood that all such fees are fully earned when paid and are non-refundable.

Laminar's willingness, and commitments, with respect to the Second-Lien Secured Financing as set forth above will automatically terminate on the first to occur of (x) January 31, 2005 or (y) the date on which the Transaction has been consummated and definitive documentation (which shall include, without limitation, a note purchase agreement or indenture, as determined by Laminar, and all related documentation) evidencing each component of the Second-Lien Secured Financing, in form, scope and substance satisfactory to Laminar, shall have been entered into; provided, however, the Company may extend the January 31, 2005 commitment expiration date to February 28, 2005 (the "First Extension Date") if on or before January 15, 2005 the Company pays each of the Backstop Purchasers (as a group) (but not, for the avoidance of doubt, to either Canyon or Seneca), Laminar and Tejas a non-refundable fee of \$108,333 (the "First Extension Fee"); provided further, however, that if the Company exercises the First Extension Date and pays each of the Backstop Purchasers (as a group), Laminar and Tejas the First Extension Fee, then the Company may extend the First Extension Date to March 31, 2005 by paying each of the Backstop Purchasers (as a group) (but not, for the avoidance of doubt, to either Canyon or Seneca), Laminar and Tejas an additional non-refundable fee of \$108,333 on or before February 15, 2005 (the "Second Extension Fee"). In the event that a C/S

Nonfunding Event occurs, then on the Closing Date the Company shall pay to each of the Backstop Purchasers (as a group), Laminar and Tejas an amount equal to the Additional Fee Amount. For purposes of this Commitment Letter, the "Additional Fee Amount" shall mean with respect to each of the Backstop Purchasers (as a group), Laminar and Tejas the product obtained by multiplying (A) the Applicable Amount (as defined below) by (B) \$6,666,666. For purposes of this Commitment Letter, the "Applicable Amount" shall be determined as follows:

<u>Determination of Applicable Amount</u>	<u>Applicable Amount</u>
The First Extension Fee has not been paid by the Company	0.0100
The First Extension Fee has been paid by the Company and the Second Extension Fee has not been paid by the Company	0.0125
The First Extension Fee and the Second Extension Fee have been paid by the Company	0.0150

* * *

Notwithstanding anything herein to the contrary, the offer made by Laminar represented by this Commitment Letter (the "Offer") shall terminate unless it has been accepted by the Company in accordance with the terms set forth below. Acceptance for the purpose of this Offer shall occur upon: (a) the execution by the Company and delivery to Laminar of this letter; and (b) the Bankruptcy Court-authorized payment to Laminar on or before November 22, 2004 of the Commitment Fee (as defined in Exhibit A hereto).

For the avoidance of doubt, if *any* of the terms and conditions of this Commitment Letter are not fully satisfied within the deadlines set forth herein for such satisfaction, Laminar shall, at its option, be relieved of any and all financing or other obligations under this Commitment Letter; provided, however, that notwithstanding any failure of any terms and conditions set forth herein: (a) Laminar shall under no circumstances be required to refund the Commitment Fee to any party; and (b) Laminar shall remain entitled to the Expense Reimbursement.

This Commitment Letter amends and restates in its entirety that certain Commitment Letter, dated November 3, 2004, between Laminar and the Company.

Very truly yours,

D. E. Shaw Laminar Lending 2, Inc.

By: Max Holmes

Name: Max Holmes

Title: Authorized Signatory

Agreed to and Accepted this
22nd day of November, 2004:

RCN CORPORATION

By: John S. Dube

Name: John S. Dube

Title: EVP & Chief Restructuring Officer

EXHIBIT A

**SUMMARY OF CERTAIN TERMS
OF CONVERTIBLE SECOND-LIEN NOTES**

EXHIBIT A

SUMMARY OF CERTAIN TERMS OF CONVERTIBLE SECOND-LIEN NOTES

Unless otherwise defined herein, capitalized terms used herein and defined in the letter agreement to which this Exhibit A is attached (the "Commitment Letter") are used herein as therein defined.

1. Description of Convertible Second-Lien Notes

Issuer:	RCN Corporation (the " <u>Company</u> ").
Issue:	Convertible Second-Lien Notes (the " <u>Second-Lien Notes</u> "). The Second-Lien Notes will be (i) issued on the Closing Date and (ii) used solely to finance, in part, the Transaction and to pay the fees and expenses incurred in connection therewith.
Principal Amount:	\$150,000,000, subject to a downward adjustment of up to \$25 million as a result of an increase in the aggregate committed amount of the First-Lien Credit Facility above \$330 million (as contemplated by the second paragraph of the Commitment Letter) (the " <u>Cutback</u> ").
Allocation to Purchasers:	<p><u>Laminar</u>: 1/3 of Remaining Principal Amount of Second-Lien Financing.</p> <p><u>Tejas Investors</u>: 1/3 of Remaining Principal Amount of Second-Lien Financing, to be allocated in accordance with <u>Schedule I</u> attached hereto (subject to the "Prior Offering of Second-Lien Notes" described below).</p> <p><u>Backstop Purchasers</u>: 1/3 of Remaining Principal Amount of Second-Lien Financing (subject to the "Prior Offering of Second-Lien Notes" described below).</p> <p><u>Canyon</u>: \$10 million (subject to the condition that the aggregate committed amount of First-Lien Credit Facility be increased to \$355 million, as described in the second paragraph of the Commitment Letter).</p> <p><u>Seneca</u>: \$10 million (subject to the condition that the aggregate committed amount of First-Lien Credit Facility be increased to \$355 million, as described in the second paragraph of the Commitment Letter).</p>
Prior Offering of Second-Lien Notes:	The Second-Lien Notes that the Tejas Investors and the Backstop Purchasers have committed to purchase will be subject to a prior offering, on substantially the same terms as the Second-Lien Notes are being purchased by Laminar, Canyon, Seneca, the Tejas Investors and the Backstop Purchasers, to other existing unsecured creditors of the Company who are "accredited investors" or "qualified institutional buyers" (as such terms are defined in the Securities Act), and, to the extent such creditors commit to purchase Second-Lien Notes, the T/BP Commitment will be reduced on a dollar-for-dollar basis (equally as between the Tejas Commitment and the Backstop Purchaser Commitment) by an amount equal to the aggregate principal amount of Second-Lien Notes actually

	purchased by such creditors on the Closing Date. Any Second-Lien Notes not purchased by such offerees will be purchased by the Tejas Investors and the Backstop Purchasers on a pro rata basis determined by reference to their respective percentage of the Remaining Principal Amount of Second-Lien Financing that they are required to purchase pursuant to "Allocation to Purchasers" above.
Issue Price:	Par
Maturity:	7 ½ years; <u>provided, however</u> , in no event will the maturity date occur on or after the maturity date of the Company's contemplated Evergreen loan.
Interest Rate:	7.375% per annum.
Default Interest:	Overdue principal, interest and other amounts shall bear interest at a rate per annum equal to the rate which is 2.0% in excess of the rate then otherwise borne by the Second-Lien Notes. Such default interest shall be payable upon demand.
Interest Payments:	Semiannually, on July 15 and January 15, commencing on July 15, 2005, accruing on a 30/360 basis.
Ratings:	None.

2. Terms Applicable to the Second-Lien Notes

Purchasers:	Certain members of the creditors committee identified by the Company that have agreed to purchase Second-Lien Notes not purchased by Laminar and the Tejas Investors (collectively, the " <u>Backstop Purchasers</u> "), Laminar and/or its affiliates and designees (determined in the sole discretion of Laminar), Canyon, Seneca, the Tejas Investors and unsecured creditors of the Company that are "accredited investors" or "qualified institutional investors" and actually purchase Second-Lien Notes (collectively, the " <u>Purchasers</u> ").
Guaranties:	Each direct and indirect domestic subsidiary of the Company that guarantees the First-Lien Credit Facilities (each, a " <u>Guarantor</u> " and, collectively, the " <u>Guarantors</u> ") shall be required to provide an unconditional guaranty of all amounts owing under the Second-Lien Notes (the " <u>Guaranties</u> "). Such Guaranties shall be in form and substance mutually agreeable to Laminar and the Company.
Security:	The Company and each Guarantor shall grant valid and perfected second-priority liens and security interests in the collateral that initially secures the First-Lien Credit Facilities (the " <u>Collateral</u> "), which Collateral shall be satisfactory to the Purchasers.

	All documentation evidencing the security required shall be in form and substance mutually agreeable to Laminar and the Company.
Intercreditor Matters:	The priority of the security interests in the Collateral and related creditors rights will be set forth in an intercreditor agreement satisfactory to Laminar and the lenders under the First-Lien Credit Facilities (the " <u>Intercreditor Agreement</u> "). The Intercreditor Agreement will provide that the rights of holders of the Second-Lien Notes will be "silent" for so long as borrowings under the First-Lien Credit Facilities remain outstanding; <u>provided, however</u> , the Intercreditor Agreement will permit the holders of the Second-Lien Notes to enforce their liens at any time after acceleration or final maturity of the Second-Lien Notes (and after a further 120 day notice period), subject to the obligation to turnover the net proceeds derived from the enforcement to the lenders under the First-Lien Credit Facilities and the ability of such lenders to take over and pursue in a commercially reasonable manner the enforcement proceeding.
Ranking:	The Second-Lien Notes will be unsubordinated obligations of the Company and the Guarantors, pari passu in right of payment with the First-Lien Credit Facilities.
Optional Prepayment:	At any time after the third anniversary of the Closing Date, the Second-Lien Notes may be prepaid, in whole or in part, upon written notice, at the option of the Company together with accrued interest to the prepayment date and with a premium of 7%, declining by 1% per year beginning on the fourth anniversary of the issuance date of the Second-Lien Notes to 1%, in cash if and only if the common stock of the Company (the " <u>Common Stock</u> ") has a closing price of at least 150% of the conversion price for 30 consecutive trading days.
Offer to Repurchase:	The Company will offer to repurchase the Second-Lien Notes at a price equal to 100% of principal amount plus accrued and unpaid interest thereon, with, subject to certain agreed exceptions, the net proceeds from asset sales (to be defined) by the Company or any of its Subsidiaries in excess of the sum of (y) the amount thereof required to be paid to the Lenders under the First-Lien Credit Facilities and (z) amounts reinvested in properties and assets that will be used in a Permitted Business (as such term will be defined in the Indenture pursuant to which the Second-Lien Notes will be issued) within 365 days of the date of consummation of the asset sale. Any holder of Second-Lien Notes that accepts the offer to repurchase shall be prepaid at an amount equal to principal, together with accrued interest to the prepayment date.
Change of Control:	Each holder of Second-Lien Notes will be entitled to require the Company, and the Company must offer, to repay the Second-Lien Notes held by such holder at a price of 101% of the principal amount thereof, plus accrued

	<p>interest, upon the occurrence of a Change of Control (to be defined).</p> <p>In addition, if on or prior to the third anniversary of the Closing Date a Change of Control shall occur pursuant to which 75% or more of the consideration for the Company's common stock consists of cash, property or securities that are not listed on a national securities exchange or quoted on a national inter-dealer quotation system, the Purchasers may require the Company, and the Company must offer, to repurchase the Second-Lien Notes held by the Purchasers at a price of 107% of the principal amount thereof, plus accrued and unpaid interest thereon. After the third anniversary of the Closing Date, if a Change of Control occurs pursuant to which 75% or more of the consideration for the Company's common stock consists of cash, property or securities that are not listed on a national securities exchange or quoted on a national inter-dealer quotation system, the Company must offer to repay the Second-Lien Notes at a price of 101% of the principal amount thereof, plus accrued interest (as contemplated by the immediately preceding paragraph).</p>
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3. Conversion of Second-Lien Notes

Assumed Primary Shares:	36,020,850 (per Plan of Reorganization).
Assumed Initial Stock Price:	\$20.00 share price (\$20.97 if StarPower Communications LLC ("StarPower") is acquired no later than one business day following the Closing Date).
Initial Conversion Premium:	Initial Stock Price plus 20% of the Initial Stock Price.
Assumed Initial Conversion Price; Adjustments:	\$24.00 (\$25.16 if Starpower is acquired no later than one business day following the Closing Date). In the event of a consolidation, merger or other business combination, reclassification, recapitalization or other reorganization involving the Company which alters or affects the Common Stock, appropriate adjustments to the conversion rights of the Second-Lien Notes will be made to take into account the transaction.
Assumed Initial Conversion Ratio:	41.6667 shares of Common Stock per \$1,000 principal amount of Second-Lien Notes (to be revised to 39.7456 if StarPower is acquired no later than one business day following the Closing Date).
Anti-Dilution:	Standard anti-dilution provisions appropriate for transactions of this type which will apply to the Conversion Price.
Convertibility:	The holders of the Second-Lien Notes may, at their option, at any time or from time to time convert all or any portion of the Second-Lien Notes into

	Common Stock at the then applicable Conversion Rate.
Listing:	<p>The Company will list the Common Stock on NYSE or NASDAQ National Market System within 90 days of emergence from Chapter 11. The failure to list the Common Stock within such 90-day period (a "Listing Default") will result in an automatic increase in the interest rate on the Second-Lien Notes in an amount equal to 25 basis points ("bps") per annum of the principal amount of the Second-Lien Notes and thereafter the interest rate on the Second-Lien Notes shall automatically increase by an additional amount equal to 25bps per annum each quarter while a Listing Default is continuing until the Listing Default has been cured, subject to a maximum increase of 200bps per annum. In addition, the Company will cause the Common Stock underlying the Second-Lien Notes to be listed on NYSE or NASDAQ National Market System at or prior to the Effective Date (as defined herein). The failure to list the Common Stock at the Effective Time will also be deemed a Listing Default and will result in an automatic increase in the interest rate on the Second-Lien Notes in an amount equal to 25 bps per annum of the principal amount of the Second-Lien Notes and thereafter the interest rate on the Second-Lien Notes shall automatically increase by an additional amount equal to 25bps per annum each quarter while a Listing Default is continuing until the Listing Default has been cured, subject to a maximum increase of 200bps per annum.</p>

4. Additional Terms Applicable to the Second-Lien Notes

Representations and Warranties:	The documentation for the Second-Lien Notes will contain representations and warranties usual and appropriate for facilities and transactions of this type and substantially similar to the representations and warranties contained in the First-Lien Credit Facilities with such modifications as shall be mutually determined by the Purchasers and the Company.
Covenants:	
<i>Maximum Total Debt / EBITDA</i>	No covenant
<i>Maximum First Lien Debt under the Intercreditor Agreement</i>	Greater of (a) 4x LTM EBITDA (determined on the basis of the most recently available financial statements at the time of incurrence of the debt) and (b) \$380,000,000 (\$400 million if Starpower is acquired and financed with additional first lien debt); in either case, plus an additional basket for first lien debt in an amount equal to 10% of the aggregate First-Lien Credit Facility commitment as originally in effect. Hedges and swaps with respect to an aggregate notional amount not in excess of \$325 million (the "Aggregate H/S

	<p><u>Amount</u>”) with the lenders under the First-Lien Credit Facility shall not be subject to this aggregate amount. Hedges and swaps in excess of the Aggregate H/S Amount shall be subject to the limit above. At the time the Company enters into hedges and swaps, the lender shall receive a representation from the Company that it is within the limitation above and that such lender shall be entitled to the security/benefits of the Intercreditor Agreement regardless of a subsequent determination to the contrary.</p>
<i>Liens</i>	<p>No other second lien debt permitted. No junior liens other than (a) a lien granted to Evergreen in the initial principal amount of up to \$35,000,000 or as determined by the Bankruptcy Court at the confirmation hearing and (b) junior liens permitted by the First-Lien Credit Facility which shall be mutually agreed upon by the Purchasers, the Company and the lenders under the First-Lien Credit Facility. No liens senior to the Second-Lien Notes (other than (x) senior liens for the First-Lien Credit Facility, including senior liens on the term loan, the L/C facility and, to the extent permitted above, hedges and swaps, provided that the principal amount secured by such senior liens does not exceed, individually or in the aggregate, the amount contemplated by “Maximum First Lien Debt Under the Intercreditor Agreement” above) and (y) liens (other than those securing the First-Lien Credit Facility) permitted by the First-Lien Credit Facility which shall be mutually agreed upon by the Purchasers, the Company and the lenders under the First-Lien Credit Facility.</p>
<i>Minimum Interest Coverage</i>	<p>No covenant.</p>
<i>Restricted Payments</i>	<p>No restricted payments (including dividends, stock purchases, payments on subordinated debt and investments (other than permitted investments to be agreed to by Laminar, the lenders under the First-Lien Credit Facilities and the Company) in excess of the sum of (a) 50% of cumulative consolidated net income (or 100% of cumulative consolidated net losses) of the Company from the Closing Date, (b) 100% of net proceeds from equity issuances of the reorganized Company from the Closing Date, plus (c) \$10,000,000 basket, subject to change to be consistent with the First-Lien Credit Facilities.</p>
<i>Other Covenants</i>	<p>In addition to the foregoing, the documentation for the Second-Lien Notes will contain modified high yield covenants to be mutually agreed upon by the Purchaser, the Company and the lenders under the First-Lien Credit Facility; provided, that the covenants (other than those described above) and defaults and cures shall in no case be more restrictive to the Company than those set forth in the First-</p>

	Lien Credit Facilities.
Events of Default:	<p>The documentation for the Second-Lien Notes will contain events of default which are usual and customary for Second-Lien Notes and transactions of this type (and comparable in scope to the events of default under the First-Lien Credit Facilities) and which are to be mutually agreed upon by the Company and the Purchasers; provided, such events of default shall include defaults for the following: (a) misrepresentations and breach of warranties in any material respect; (b) nonpayment of principal; (c) nonpayment of interest for ten business days; (d) final judgments against the Company or any Significant Subsidiary (as defined below) in excess of a specified amount; (e) failure of any guarantee to be in effect or any assertion of any Guarantor to such effect; (f) failure of any security interest in excess of a specified amount to be in effect with the priority set forth above; (g) failure to comply with covenants (with a 30 day grace period for covenants); (h) bankruptcy, etc. with respect to the Company or any Significant Subsidiary; and (i) cross acceleration to outstanding debt in excess of \$10 million. As used above, "Significant Subsidiary" shall mean any subsidiary or group of subsidiaries that constitute a "significant subsidiary" under Regulation S-X (but substituting 5% for 10% in the definition).</p>
Board Nomination:	<p>Upon execution of this Commitment Letter, Laminar and/or its affiliates and designees (to the extent such affiliates or designees are directly or indirectly controlling or controlled by or under direct or indirect common control with Laminar) (collectively, the "<u>Laminar Parties</u>") shall receive the right, but not the obligation, to nominate on or prior to November 19, 2004 one qualified candidate for election as a director of the Company with such director's term to begin on the Closing Date and to be included as a nominee in the proxy statement of the Company; <u>provided, however</u>, that if the Laminar Parties do not actually purchase Second-Lien Notes at the Closing, the Laminar Parties shall no longer have this right. This right shall continue through the Closing Date and thereafter for as long as the Laminar Parties continue to hold at least \$25 million aggregate principal amount of the outstanding Second-Lien Notes; any director serving at the nomination of the Laminar Parties after the Laminar Parties no longer hold at least \$25 million aggregate principal amount of the outstanding Second-Lien Notes shall be subject to replacement in accordance with the Company's Certificate of Incorporation and bylaws. Upon resale of the Second-Lien Notes by the Laminar Parties, this right shall not be transferable.</p>
Conditions Precedent:	As provided in <u>Exhibit B</u> to the Commitment Letter.

Assignments:	Holders of the Second-Lien Notes shall have the absolute and unconditional right to assign all or a portion of the Second-Lien Notes held by such holders in compliance with applicable law to any third party at any time.
Documentation; Governing Law:	The Purchasers' commitments will be subject to the negotiation, execution and delivery of definitive financing agreements (and related security documentation, intercreditor agreement, guaranties, etc.) consistent with the terms of this Term Sheet and mutually agreeable to Laminar and the Company (<u>including, without limitation</u> , as to the terms, conditions, representations, covenants and events of default contained therein). All documentation shall be governed by the internal laws of the State of New York (except security documentation that Laminar determines should be governed by local law). Definitive documentation will be drafted by Willkie Farr & Gallagher LLP, as counsel to Laminar. The terms and conditions of the definitive documentation will supersede this Summary of Certain Terms of Convertible Second-Lien Notes.
Registration:	The Company has (i) 60 days after the date of the filing with the SEC of its Form 10-K for the fiscal year ended December 31, 2004 (the " <u>Filing Date</u> ") to file a shelf registration statement with the SEC to register the Second-Lien Notes and the shares of Common Stock underlying the Second-Lien Notes (the " <u>Shelf Registration Statement</u> "); and (ii) 90 days after the date of the filing of the Shelf Registration Statement to cause the Shelf Registration Statement to become effective (the date of effectiveness, the " <u>Effective Date</u> "); <u>provided, however</u> , in no event shall the Effective Date of the Shelf Registration Statement be after September 30, 2005 (the " <u>Outside Date</u> "). The Company shall keep the Shelf Registration Statement effective for three years following the Effective Date unless prior to the expiration of such three year period all of the securities covered thereby have been sold or all remaining unsold securities can be sold without regard to the volume or manner of sale limitations under Rule 144 (without giving effect to Rule 144(k)). In the event the Company fails to (i) file the Shelf Registration Statement by the Filing Date, (ii) cause the Shelf Registration Statement to be declared effective by the Effective Date, (iii) cause the Shelf Registration Statement to be declared effective by the Outside Date or (iv) keep the Shelf Registration Statement effective for three years following the Effective Date (or such earlier period when it may be terminated as set forth above)(each, a " <u>Registration Default</u> "), then, immediately following the occurrence of a Registration Default, the interest rate on the Second-Lien Notes shall automatically increase in an amount equal to 25bps per annum of the principal amount of the Second-Lien Notes and thereafter the interest rate on the Second-Lien Notes shall automatically increase by an additional amount equal to 25bps per

	<p>annum each quarter while a Registration Default is continuing until all Registration Defaults have been cured, subject to a maximum increase of 200bps per annum.</p>
<p>Commitment Fee:</p>	<p>In addition to any fees the Purchasers may be entitled to pursuant to "Commitment Termination/Additional Fee Amount" below, upon execution of the Commitment Letter the Company shall pay the following commitment fees (the "<u>Commitment Fee</u>") to the following Purchasers:</p> <p><u>Laminar</u>: \$433,333.34 <u>Tejas</u>: \$433,333.34 <u>Backstop Purchasers (as a group)</u>: \$433,333.34; <u>provided, however</u>, the Backstop Purchasers have agreed to assign or otherwise pay over to, and shall pay over to, Tejas their \$433,333.34 Commitment Fee.</p> <p>Laminar shall have the right, but not the obligation, to (i) defer payment of some or all of the Commitment Fee and, to the extent applicable, the First Extension Fee, the Second Extension Fee and the Additional Fee Amount, owed to it to a later date and (ii) require the Company to pay some or all of the Commitment Fee and, to the extent applicable, the First Extension Fee, the Second Extension Fee and the Additional Fee Amount, owed to it to Laminar's affiliates and designees.</p>
<p>Commitment Termination/Additional Fee Amount:</p>	<p>The commitments hereunder shall terminate on January 31, 2005 (the "<u>Expiration Date</u>"), unless definitive documentation with respect to the Second-Lien Notes has been executed and delivered, the Transaction has been consummated and the Second-Lien Notes have been issued. The Company is entitled to extend the Expiration Date (i) on or before January 15, 2005 through February 28, 2005 by paying each of the Backstop Purchasers (as a group), Laminar and Tejas the First Extension Fee and (ii) on or before February 15, 2005 through March 31, 2005 by paying each of the Backstop Purchasers (as a group), Laminar and Tejas the Second Extension Fee.</p> <p>In addition to the Commitment Fee, the First Extension Fee and the Second Extension Fee, the Company shall pay each of the Backstop Purchasers (as a group), Laminar and Tejas any Additional Fee Amounts required to be paid pursuant to the Commitment Letter.</p> <p>The Backstop Purchasers have agreed to assign or otherwise pay over to, and shall pay over to, Tejas any First Extension Fee, Second Extension Fee and/or Additional Fee Amounts owed to the Backstop Purchasers.</p>

Indemnification:	The documentation for the Second-Lien Notes will contain customary indemnities for the Purchasers (other than as a result of the respective the Purchaser's gross negligence or willful misconduct as determined by a court of competent jurisdiction in a final and non-appealable decision). The Registration Rights Agreement will also contain customary indemnities.
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SCHEDULE I

Allocation to Purchasers Introduced by Tejas

<u>Name</u>	<u>Principal Amount of Second-Lien Notes to be Backstopped*</u>
Greywolf Capital	\$12,500,000*
Jana Master Fund	\$12,500,000*
Morgen Waterfall Vintiadis	\$12,500,000*
Lampe Conway Master Fund	\$12,500,000*

* Which amount shall be subject to a pro rata reduction based on (i) the Cutback, (ii) the \$20 million aggregate principal amount of Second-Lien Notes to be purchased by Canyon and Seneca, as described above in "Allocation to Purchasers" and (iii) the reduction of the aggregate principal amount of the Second-Lien Notes to be purchased by the Tejas Investors and the Backstop Purchasers as described above in "Prior Offering of Second-Lien Notes". It is understood that in no event shall the allocation to Tejas (which shall include the Tejas Investors) be more than one-third (1/3) of the Remaining Principal Amount of Second-Lien Financing, and that the allocation could be reduced to zero upon the occurrence of the events described in the immediately preceding sentence.

EXHIBIT B

CONDITIONS PRECEDENT TO THE SECOND-LIEN NOTE PURCHASE FACILITY

Those conditions precedent that are usual and customary for these types of facilities, and such additional conditions precedent as are appropriate under the circumstances. Without limiting the foregoing, the following conditions shall apply:

1. The structure and all terms of, and the documentation for (including an intercreditor agreement and security documents), each component of the Transaction shall be reasonably satisfactory in form and substance to Laminar, and such documentation shall be (or, substantially simultaneously with the consummation of the Transaction shall be) in full force and effect. All conditions precedent to the consummation of the Transaction, as set forth in the documentation relating thereto, shall have been satisfied to the reasonable satisfaction of Laminar, and not waived in any manner that is materially adverse to Laminar except with the consent of Laminar. Each component of the Transaction shall have been consummated substantially in accordance with the documentation therefor and all applicable laws.
2. After giving effect to the consummation of the Transaction, the Company and its subsidiaries shall have no outstanding preferred equity, indebtedness or contingent liabilities, except for (i) indebtedness incurred pursuant to the Second-Lien Secured Financing, (ii) indebtedness incurred with respect to the Senior Secured Financing (the "First-Lien Credit Facilities") as contemplated by the commitment letter dated May 24, 2004 (the "Senior Commitment Letter") between the Company, Deutsche Bank AG Cayman Islands Branch and Deutsche Bank Securities Inc. (but excluding any indebtedness contemplated in the Senior Commitment Letter with respect to any Second-Lien Credit Facility, as defined therein), and (iii) certain other debt (in an aggregate amount not to exceed \$50.0 million) and other liabilities that will be assumed pursuant to the Plan (as so assumed, the "Assumed Liabilities"). All terms and conditions (and the amount) of all Assumed Liabilities after giving effect to the Confirmation Order (as defined below) shall be required to be satisfactory to Laminar and the Purchasers.
3. The Chapter 11 plan of the Debtors-in-Possession (the "Plan") shall have been approved by the Bankruptcy Court. The Plan shall have been confirmed pursuant to a confirmation order (the "Confirmation Order") in accordance with Sections 1128 and 1129 of the Bankruptcy Code, and such Confirmation Order shall be in form and substance reasonably satisfactory to Laminar. The Confirmation Order shall have been entered and shall have become final and non-appealable, and all conditions precedent to the effective date of the Plan shall have been satisfied (and not waived without the consent of Laminar) to the reasonable satisfaction of Laminar, the Effective Date of the Plan shall have occurred and \$310.0 million (\$330.0 million if StarPower is acquired) under the Senior Secured Financing shall have been fully funded.

4. The Company shall have received commitments and funding from the Tejas Investors and the Backstop Purchasers with respect to the remaining amount of the Second Lien Notes not purchased by Laminar and the other Purchasers.
5. Since December 31, 2003 (other than the commencement of the bankruptcy cases with respect to the Debtors-In-Possession), nothing shall have occurred (and Laminar shall not have become aware of any facts or conditions not previously known) which Laminar shall determine has had, or could reasonably be expected to have, a Material Adverse Effect (as defined below), except as disclosed in (a) the disclosure statement which is on file with the Bankruptcy Court on the date hereof or (b) the public reports filed by the Company with the Securities and Exchange Commission on or prior to the date hereof. For purposes of this Commitment Letter, "Material Adverse Effect" means a material adverse effect on (x) the Transaction, (y) the property, assets, nature of assets, business, operations, liabilities, condition (financial or otherwise) or prospects of the Company and its subsidiaries taken as a whole, or (z) the rights or remedies of the Purchasers (including, Laminar) or the ability of the Company and its subsidiaries to perform their obligations to the Purchasers (including Laminar) under the Second-Lien Note Purchase Facility.
6. No litigation by any entity (private or governmental) shall be pending or threatened with respect to the Second-Lien Note Purchase Facility or any documentation executed in connection therewith, or with respect to the Transaction, or which Laminar shall determine has had, or could reasonably be expected to have, a Material Adverse Effect.
7. All costs, fees, expenses (including, without limitation, legal fees and expenses (including those legal fees and expenses incurred prior to the date of the Commitment Letter)) and other compensation contemplated hereby, payable to Laminar in respect of the Transaction shall have been paid to the extent due.
8. The guaranties and security and intercreditor agreements required under the Second-Lien Note Purchase Facility shall have been executed and delivered in form, scope and substance mutually agreeable to Laminar and the Company, and Laminar, upon consummation of the transactions contemplated thereby, shall have a perfected security interest in such assets of the Company and its subsidiaries as and to the extent contemplated by and with the priority set forth in the Term Sheet.
9. Laminar shall have received all usual and customary corporate documents, certificates and legal opinions from counsel (including, without limitation, New York counsel) covering matters acceptable to Laminar (including, without limitation, (x) a no-conflicts opinion as to any material contracts of the Company or any of its subsidiaries and (y) compliance with the Margin Regulations).

Annex 2

CONFIDENTIAL

NOTICE OF COMMITMENT TO PURCHASE

November 22, 2004

To: RCN Corporation
105 Carnegie Center
Princeton, NJ 08540

Attention: John Dubel

Ladies and Gentlemen:

The undersigned is a member of the Official Committee of Unsecured Creditors (the "Committee") of RCN Corporation ("RCN" or the "Company"). The undersigned acknowledges receiving and reviewing a copy of the letter agreement, together with such exhibits thereto (the "Shaw Commitment Letter"), dated November 22, 2004 between D.E. Shaw Laminar Lending 2, Inc. ("Laminar") and the Company relating to the purchase by Laminar of Convertible Second Lien Notes (the "Notes").

The undersigned understands that those Notes not purchased by Laminar pursuant to the Shaw Commitment Letter will be offered for sale by the Company to creditors of RCN who qualify as "accredited investors" or "qualified institutional buyers," as such terms are defined under the Securities Act of 1933 (the "Backstop Purchasers"). Such offer for sale to general unsecured creditors of RCN will be in the form of an offering as described in the Company's Disclosure Statement and Plan. The undersigned further understands that RCN has requested members of the Committee to purchase Notes offered for sale to, and not purchased by, such other general unsecured creditors of RCN.

The undersigned hereby commits and agrees to serve as a Backstop Purchaser and thereby to purchase up to the aggregate principal amount of the Notes set forth beneath the undersigned's signature below. Such commitment and agreement is on substantially the same terms as Laminar's commitment pursuant to the Shaw Commitment Letter as if the name of the undersigned were substituted therein for the name of Laminar, except with respect to any terms applicable only to Laminar (such as, by way of example, the term granting to Laminar a right to nominate a candidate for election as a director upon the terms stated in the Shaw Commitment Letter).

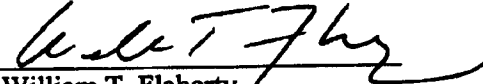
The undersigned understands that its commitment hereunder may be reduced pursuant to the terms of the Shaw Commitment Letter (which reduction shall, in any event, be reduced pro rata relative to the other Backstop Purchasers). In the event of such reduction, the undersigned commits to purchase the aggregate principal amount of the Notes set forth below as so reduced.

Any previously executed and delivered Notice of Commitment to Purchase delivered by the undersigned to RCN is superseded hereby in its entirety by this instrument and shall be of no further force or effect.

This letter agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute the same agreement. This letter agreement shall be governed by and construed in accordance with the laws of the State of New York.

Very truly yours,

Name of Creditors Committee Member:

By: 

William T. Flaherty

Managing Director

Tudor Investment Corporation

Signed on behalf of the following Purchasers:

The Raptor Global Portfolio Ltd.

The Tudor BVI Global Portfolio Ltd.

The Altar Rock Fund L.P.

Tudor Proprietary Trading, L.L.C.

Aggregate Amount of Notes Committed to:

\$29,000,000.00

AGREED AND ACKNOWLEDGED to this
22nd day of November, 2004

RCN Corporation

By: 

Name: John Dubel

Title: Chief Restructuring Officer

Annex 3

CONFIDENTIAL**NOTICE OF COMMITMENT TO PURCHASE**

November 22, 2004

To: RCN Corporation
105 Carnegie Center
Princeton, NJ 08540

Attention: John Dubel

Ladies and Gentlemen:

The undersigned is a member of the Official Committee of Unsecured Creditors (the "Committee") of RCN Corporation ("RCN" or the "Company"). The undersigned acknowledges receiving and reviewing a copy of the letter agreement, together with such exhibits thereto (the "Shaw Commitment Letter"), dated November 22, 2004 between D.E. Shaw Laminar Lending 2, Inc. ("Laminar") and the Company relating to the purchase by Laminar of Convertible Second Lien Notes (the "Notes").

The undersigned understands that those Notes not purchased by Laminar pursuant to the Shaw Commitment Letter will be offered for sale by the Company to creditors of RCN who qualify as "accredited investors" or "qualified institutional buyers," as such terms are defined under the Securities Act of 1933 (the "Backstop Purchasers"). Such offer for sale to general unsecured creditors of RCN will be in the form of an offering as described in the Company's Disclosure Statement and Plan. The undersigned further understands that RCN has requested members of the Committee to purchase Notes offered for sale to, and not purchased by, such other general unsecured creditors of RCN.

The undersigned hereby commits and agrees to serve as a Backstop Purchaser and thereby to purchase up to the aggregate principal amount of the Notes set forth beneath the undersigned's signature below. Such commitment and agreement is on substantially the same terms as Laminar's commitment pursuant to the Shaw Commitment Letter as if the name of the undersigned were substituted therein for the name of Laminar, except with respect to any terms applicable only to Laminar (such as, by way of example, the term granting to Laminar a right to nominate a candidate for election as a director upon the terms stated in the Shaw Commitment Letter).

The undersigned understands that its commitment hereunder may be reduced pursuant to the terms of the Shaw Commitment Letter (which reduction shall, in any event, be reduced pro rata relative to the other Backstop Purchasers). In the event of such reduction, the undersigned commits to purchase the aggregate principal amount of the Notes set forth below as so reduced.

Any previously executed and delivered Notice of Commitment to Purchase delivered by the undersigned to RCN is superseded hereby in its entirety by this instrument and shall be of no further force or effect.

This letter agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute the same agreement. This letter agreement shall be governed by and construed in accordance with the laws of the State of New York.

Very truly yours,

Name of Creditors Committee Member:

York Capital Management

By: 

Name: Eric Edidin

Title: Managing Director

Aggregate Amount of Notes Committed to:

\$ 11,000,000

AGREED AND ACKNOWLEDGED to this
22nd day of November, 2004

RCN Corporation

By: 

Name: John Dubel

Title: Chief Restructuring Officer

Annex 4

CONFIDENTIAL**NOTICE OF COMMITMENT TO PURCHASE**

November 22, 2004

To: RCN Corporation
105 Carnegie Center
Princeton, NJ 08540

Attention: John Dubel

Ladies and Gentlemen:

The undersigned is a member of the Official Committee of Unsecured Creditors (the "Committee") of RCN Corporation ("RCN" or the "Company"). The undersigned acknowledges receiving and reviewing a copy of the letter agreement, together with such exhibits thereto (the "Shaw Commitment Letter"), dated November 22, 2004 between D.E. Shaw Laminar Lending 2, Inc. ("Laminar") and the Company relating to the purchase by Laminar of Convertible Second Lien Notes (the "Notes").

The undersigned understands that those Notes not purchased by Laminar pursuant to the Shaw Commitment Letter will be offered for sale by the Company to creditors of RCN who qualify as "accredited investors" or "qualified institutional buyers," as such terms are defined under the Securities Act of 1933 (the "Backstop Purchasers"). Such offer for sale to general unsecured creditors of RCN will be in the form of an offering as described in the Company's Disclosure Statement and Plan. The undersigned further understands that RCN has requested members of the Committee to purchase Notes offered for sale to, and not purchased by, such other general unsecured creditors of RCN.

The undersigned hereby commits and agrees to serve as a Backstop Purchaser and thereby to purchase up to the aggregate principal amount of the Notes set forth beneath the undersigned's signature below. Such commitment and agreement is on substantially the same terms as Laminar's commitment pursuant to the Shaw Commitment Letter as if the name of the undersigned were substituted therein for the name of Laminar, except with respect to any terms applicable only to Laminar (such as, by way of example, the term granting to Laminar a right to nominate a candidate for election as a director upon the terms stated in the Shaw Commitment Letter).

The undersigned understands that its commitment hereunder may be reduced pursuant to the terms of the Shaw Commitment Letter (which reduction shall, in any event, be reduced pro rata relative to the other Backstop Purchasers). In the event of such reduction, the undersigned commits to purchase the aggregate principal amount of the Notes set forth below as so reduced.

Any previously executed and delivered Notice of Commitment to Purchase delivered by the undersigned to RCN is superseded hereby in its entirety by this instrument and shall be of no further force or effect.

This letter agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute the same agreement. This letter agreement shall be governed by and construed in accordance with the laws of the State of New York.

Very truly yours,

Name of Creditors Committee Member:

Pennell Holding Inc & Affiliates

By: [Signature]
Name: Gary Singer
Title: Investment Advisor

Aggregate Amount of Notes Committed to:

\$ 10,000,000.00

AGREED AND ACKNOWLEDGED to this
22nd day of November, 2004

RCN Corporation

By: [Signature]
Name: John Dubel
Title: Chief Restructuring Officer

Annex 5

Tejas Securities Group, Inc.
2700 Via Fortuna, Suite 400
Austin, Texas 78746

November 22, 2004

RCN Corporation
105 Carnegie Center
Princeton, NJ 08540

Attention: John Dubel

Re: Second-Lien Secured Financing Commitment Letter

Ladies and Gentlemen:

Tejas Securities Group, Inc. ("Tejas") acknowledges receiving and reviewing a copy of that certain commitment agreement, dated November 22, 2004, between D.E. Shaw Laminar Lending 2, Inc. ("Laminar") and RCN Corporation (the "Company"), regarding the issuance of the Company's convertible senior second lien notes (the "Notes"), on the terms and subject to the conditions set forth in the commitment letter and the term annexed thereto (the "Commitment Letter"). Capitalized terms used but not defined herein shall have the meaning assigned to such terms in the Commitment Letter.

Tejas hereby commits and agrees to place to purchasers introduced by Tejas and described in Schedule I of the Commitment Letter, up to \$50,000,000 in aggregate principal amount of the Notes. Such commitment and agreement is on substantially the same terms as Laminar's commitment pursuant to the Commitment Letter, as if the name of the undersigned were substituted therein for the name of Laminar, except with respect to any terms applicable only to Laminar (such as, by way of example, the term granting to Laminar a right to nominate a candidate for election as a director upon the terms stated in the Commitment Letter).

The Company hereby agrees to pay to (or as directed by) the Tejas Investors the Commitment Fee, the First Extension Fee, the Second Extension Fee and the Additional Fee Amount (collectively, the "Fees"), in the event that any such Fees (or portion thereof) are payable to the Tejas Investors pursuant to the terms of the Commitment Letter. The Company further agrees to pay over to Tejas 100% of the Fees otherwise payable to the Backstop Purchasers pursuant to the terms of the Commitment Letter.

This letter agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute the same agreement. This letter agreement shall be governed by and construed in accordance with the laws of the State of New York.

* * *

Very truly yours,

TEJAS SECURITIES GROUP, INC.

By: Morris D. Weiss
Name: Morris D. Weiss
Title: Managing Director

Accepted and agreed
this 22nd day of November, 2004

RCN CORPORATION

By: [Signature]

Name: John S. Dubel

Title: EVP / Chief Restructuring Officer

Annex 6

CONFIDENTIAL

NOTICE OF COMMITMENT TO PURCHASE

November 22, 2004

To: RCN Corporation
105 Carnegie Center
Princeton, NJ 08540

Attention: John Dubel

Ladies and Gentlemen:

The undersigned acknowledges receiving and reviewing a copy of that certain commitment letter, dated November 22, 2004, between D.E. Shaw Laminar Lending 2, Inc. ("Laminar") and RCN Corporation ("RCN" or the "Company"), regarding the issuance of the Company's convertible senior secured lien notes (the "Notes"), on the terms and subject to the conditions set forth in the commitment letter and the term sheet annexed thereto (the "Commitment Letter").

The undersigned understands that those Notes not purchased by Laminar pursuant to the Commitment Letter will be offered for sale by the Company to creditors of RCN who qualify as "accredited investors" or "qualified institutional buyers," as such terms are defined under the Securities Act of 1933. The undersigned further understands that RCN has requested that (a) qualified purchasers introduced by Tejas Securities Inc. ("Tejas") and (b) certain members of the Official Committee of Unsecured Creditors (the "Committee"; such purchasers introduced by Tejas and such Committee members being collectively referred to herein as the "Backstop Purchasers") purchase Notes offered for sale to, and not purchased by, such other creditors of RCN.

The undersigned hereby commits and agrees to serve as a Backstop Purchaser and thereby to purchase up to the aggregate principal amount of the Notes set forth beneath the undersigned's signature below. Such commitment and agreement is on substantially the same terms as Laminar's commitment pursuant to the Commitment Letter as if the name of the undersigned were substituted therein for the name of Laminar, except with respect to any terms applicable only to Laminar (such as, by way of example, the term granting to Laminar a right to nominate a candidate for election as a director upon the terms stated in the Commitment Letter).

The undersigned understands that its commitment hereunder may be reduced pursuant to the terms of the Commitment Letter (which reduction shall, in any event, be reduced pro rata relative to the other Backstop Purchasers). In the event of such reduction, the undersigned commits to purchase the aggregate principal amount of the Notes set forth below as so reduced.

Any previously executed and delivered Notice of Commitment to Purchase delivered by the undersigned is superseded hereby in its entirety by this instrument and shall be of no further force or effect.

This letter agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute the same agreement. This letter agreement shall be governed by and construed in accordance with the laws of the State of New York.

Very truly yours,

GREYWOLF CAPITAL

By: 

Name:

CEYDET SAMIKOBLU

Title:

PARTNER

Aggregate Amount of Notes Committed to:

\$12,500,000

AGREED AND ACKNOWLEDGED to this
22nd day of November, 2004

RCN Corporation

By: 

Name: John S. Duke

Title: EVP & Chief Restructuring Officer

Annex 7

CONFIDENTIAL

NOTICE OF COMMITMENT TO PURCHASE

November 22, 2004

To: RCN Corporation
105 Carnegie Center
Princeton, NJ 08540

Attention: John Dubel

Ladies and Gentlemen:

The undersigned acknowledges receiving and reviewing a copy of that certain commitment letter, dated November 22, 2004, between D.E. Shaw Laminar Lending 2, Inc. ("Laminar") and RCN Corporation ("RCN" or the "Company"), regarding the issuance of the Company's convertible senior secured lien notes (the "Notes"), on the terms and subject to the conditions set forth in the commitment letter and the term sheet annexed thereto (the "Commitment Letter").

The undersigned understands that those Notes not purchased by Laminar pursuant to the Commitment Letter will be offered for sale by the Company to creditors of RCN who qualify as "accredited investors" or "qualified institutional buyers," as such terms are defined under the Securities Act of 1933. The undersigned further understands that RCN has requested that (a) qualified purchasers introduced by Tejas Securities Inc. ("Tejas") and (b) certain members of the Official Committee of Unsecured Creditors (the "Committee"; such purchasers introduced by Tejas and such Committee members being collectively referred to herein as the "Backstop Purchasers") purchase Notes offered for sale to, and not purchased by, such other creditors of RCN.

The undersigned hereby commits and agrees to serve as a Backstop Purchaser and thereby to purchase up to the aggregate principal amount of the Notes set forth beneath the undersigned's signature below. Such commitment and agreement is on substantially the same terms as Laminar's commitment pursuant to the Commitment Letter as if the name of the undersigned were substituted therein for the name of Laminar, except with respect to any terms applicable only to Laminar (such as, by way of example, the term granting to Laminar a right to nominate a candidate for election as a director upon the terms stated in the Commitment Letter).

The undersigned understands that its commitment hereunder may be reduced pursuant to the terms of the Commitment Letter (which reduction shall, in any event, be reduced pro rata relative to the other Backstop Purchasers). In the event of such reduction, the undersigned commits to purchase the aggregate principal amount of the Notes set forth below as so reduced.

Any previously executed and delivered Notice of Commitment to Purchase delivered by the undersigned is superseded hereby in its entirety by this instrument and shall be of no further force or effect.

This letter agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute the same agreement. This letter agreement shall be governed by and construed in accordance with the laws of the State of New York.

Very truly yours,

JANA MASTER FUND

By: Marc Le
Name: Marc Le
Title: Partner

Aggregate Amount of Notes Committed to:

\$12,500,000

AGREED AND ACKNOWLEDGED to this
22nd day of November, 2004

RCN Corporation

By: [Signature]
Name: John S. Dubois
Title: ERP & Chief Restructuring Officer

Annex 8

CONFIDENTIAL

NOTICE OF COMMITMENT TO PURCHASE

November 22, 2004

To: RCN Corporation
105 Carnegie Center
Princeton, NJ 08540

Attention: John Dubel

Ladies and Gentlemen:

The undersigned acknowledges receiving and reviewing a copy of that certain commitment letter, dated November 22, 2004, between D.E. Shaw Laminar Lending 2, Inc. ("Laminar") and RCN Corporation ("RCN" or the "Company"), regarding the issuance of the Company's convertible senior secured lien notes (the "Notes"), on the terms and subject to the conditions set forth in the commitment letter and the term sheet annexed thereto (the "Commitment Letter").

The undersigned understands that those Notes not purchased by Laminar pursuant to the Commitment Letter will be offered for sale by the Company to creditors of RCN who qualify as "accredited investors" or "qualified institutional buyers," as such terms are defined under the Securities Act of 1933. The undersigned further understands that RCN has requested that (a) qualified purchasers introduced by Tejas Securities Inc. ("Tejas") and (b) certain members of the Official Committee of Unsecured Creditors (the "Committee"; such purchasers introduced by Tejas and such Committee members being collectively referred to herein as the "Backstop Purchasers") purchase Notes offered for sale to, and not purchased by, such other creditors of RCN.

The undersigned hereby commits and agrees to serve as a Backstop Purchaser and thereby to purchase up to the aggregate principal amount of the Notes set forth beneath the undersigned's signature below. Such commitment and agreement is on substantially the same terms as Laminar's commitment pursuant to the Commitment Letter as if the name of the undersigned were substituted therein for the name of Laminar, except with respect to any terms applicable only to Laminar (such as, by way of example, the term granting to Laminar a right to nominate a candidate for election as a director upon the terms stated in the Commitment Letter).

The undersigned understands that its commitment hereunder may be reduced pursuant to the terms of the Commitment Letter (which reduction shall, in any event, be reduced pro rata relative to the other Backstop Purchasers). In the event of such reduction, the undersigned commits to purchase the aggregate principal amount of the Notes set forth below as so reduced.

Any previously executed and delivered Notice of Commitment to Purchase delivered by the undersigned is superseded hereby in its entirety by this instrument and shall be of no further force or effect.

This letter agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute the same agreement. This letter agreement shall be governed by and construed in accordance with the laws of the State of New York.

Very truly yours,

LAMPE CONWAY MASTER FUND

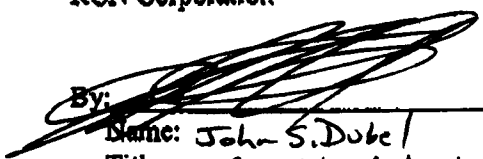
By: 
Name: Richard F. Conway
Title: Director

Aggregate Amount of Notes Committed to:

\$12,500,000

AGREED AND ACKNOWLEDGED to this
22nd day of November, 2004

RCN Corporation

By: 
Name: John S. Dube
Title: EVP & Chief Restructuring Officer

Annex 9

CONFIDENTIAL

NOTICE OF COMMITMENT TO PURCHASE

November 22, 2004

To: RCN Corporation
105 Carnegie Center
Princeton, NJ 08540

Attention: John Dubel

Ladies and Gentlemen:

The undersigned acknowledges receiving and reviewing a copy of that certain commitment letter, dated November 22, 2004, between D.E. Shaw Laminar Lending 2, Inc. ("Laminar") and RCN Corporation ("RCN" or the "Company"), regarding the issuance of the Company's convertible senior secured lien notes (the "Notes"), on the terms and subject to the conditions set forth in the commitment letter and the term sheet annexed thereto (the "Commitment Letter").

The undersigned understands that those Notes not purchased by Laminar pursuant to the Commitment Letter will be offered for sale by the Company to creditors of RCN who qualify as "accredited investors" or "qualified institutional buyers," as such terms are defined under the Securities Act of 1933. The undersigned further understands that RCN has requested that (a) qualified purchasers introduced by Tejas Securities Inc. ("Tejas") and (b) certain members of the Official Committee of Unsecured Creditors (the "Committee"; such purchasers introduced by Tejas and such Committee members being collectively referred to herein as the "Backstop Purchasers") purchase Notes offered for sale to, and not purchased by, such other creditors of RCN.

The undersigned hereby commits and agrees to serve as a Backstop Purchaser and thereby to purchase up to the aggregate principal amount of the Notes set forth beneath the undersigned's signature below. Such commitment and agreement is on substantially the same terms as Laminar's commitment pursuant to the Commitment Letter as if the name of the undersigned were substituted therein for the name of Laminar, except with respect to any terms applicable only to Laminar (such as, by way of example, the term granting to Laminar a right to nominate a candidate for election as a director upon the terms stated in the Commitment Letter).

The undersigned understands that its commitment hereunder may be reduced pursuant to the terms of the Commitment Letter (which reduction shall, in any event, be reduced pro rata relative to the other Backstop Purchasers). In the event of such reduction, the undersigned commits to purchase the aggregate principal amount of the Notes set forth below as so reduced.

Any previously executed and delivered Notice of Commitment to Purchase delivered by the undersigned is superseded hereby in its entirety by this instrument and shall be of no further force or effect.

This letter agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute the same agreement. This letter agreement shall be governed by and construed in accordance with the laws of the State of New York.

Very truly yours,

MORGEN WATERFALL VINTLADIS

By: J. W. [Signature]
Name: _____
Title: _____

Aggregate Amount of Notes Committed to:

\$12,500.000

AGREED AND ACKNOWLEDGED to this
22nd day of November, 2004

RCN Corporation

By: 
Name: John S. Dole
Title: EVP & Chief Restructuring Officer

Annex 10

SENECA CAPITAL, L.P.
950 Third Avenue
New York, New York 10022

November 22, 2004

RCN Corporation
105 Carnegie Center
Princeton, New Jersey 08540

Attention: John Dubel

Re: Commitment to Purchase, and Agreement to Sell, Second-Lien Notes

Ladies and Gentlemen:

Reference is hereby made to that certain Commitment Letter, dated as of November 3, 2004, amongst D.E. Shaw Laminar Lending 2, Inc. ("Laminar") and RCN Corporation ("you"), as amended and restated as of November 22, 2004 (as so amended, the "Laminar Second-Lien Commitment Letter"). Unless otherwise defined herein, terms defined in the Laminar Second-Lien Commitment Letter shall have the same meaning when used in this letter agreement.

By this letter agreement we commit and agree to buy from you, and you agree to sell to us, \$10,000,000 of the aggregate principal amount of Second-Lien Notes on the Closing Date thereof (so long as same occurs). Such commitment and agreement is on substantially the same terms as Laminar's commitment pursuant to the Laminar Second-Lien Commitment Letter as if our name were substituted therein for the name of Laminar, except with respect to any terms applicable only to Laminar (such as, by way of example, the term granting to Laminar a right to nominate a candidate for election as a director upon the terms stated in the Laminar Second-Lien Commitment Letter). You agree that the purchase will be at par, and that we will receive an up-front fee equal to 1% of our \$10,000,000 commitment hereunder, which fee shall be paid at the same time as Laminar receives its similar up-front fee (however designated), but in any event not later than the Closing Date. If you elect to extend the commitment expiration date as set forth in the Laminar Second-Lien Commitment Letter, you agree we will receive an up-front fee equal to (i) \$7,222 if you elect to extend the commitment expiration date to February 28, 2005 and (ii) an additional \$7,222 if you elect to extend the commitment expiration date to March 31, 2005, which fees shall be paid at the same time as Laminar receives its similar up-front fee (however designated), but in no event later than the Closing Date. We understand that our rights under the Second-Lien Notes will be governed by the Second-Lien Note Purchase Facility (as ultimately documented), but you acknowledge and agree that our obligation to purchase any Second-Lien Notes is subject to our reasonable satisfaction with the documentation relating to Second-Lien Note Purchase Facility, as well as to the satisfaction of the conditions precedent (to our reasonable satisfaction) as set forth on the date hereof in Exhibit B to the Laminar Second-Lien Commitment Letter.

Notwithstanding anything to the contrary contained elsewhere in this letter agreement, it is understood and agreed that our agreement to buy from you, and your agreement to sell to us, the \$10,000,000 aggregate principal amount of Second-Lien Notes as otherwise provided above is conditioned on the First-Lien Credit Facilities aggregating \$355,000,000 thereby reducing the aggregate principal amount of Second-Lien Notes issued to \$125,000,000. You understand and agree that the \$10,000,000 aggregate principal amount of Second-Lien Notes to be purchased by us (subject to the satisfaction of the condition described in the preceding sentence) shall not be reduced without our agreement, regardless of any reductions to the allocations of any other purchaser of Second-Lien Notes.

You agree to notify us in writing at least 3 Business Days in advance of the Closing Date of the occurrence thereof.


This letter agreement may not be amended, modified or waived except by an instrument in writing signed by each of the parties hereto. This letter agreement may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed signature page of this letter agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof. THIS LETTER AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. This letter agreement supersedes all prior communications, written or oral, with respect to the matters herein.

EACH OF THE PARTIES HERETO HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, ACTION, SUIT OR PROCEEDING ARISING OUT OF OR CONTEMPLATED BY THIS LETTER AGREEMENT.

* * *


Please acknowledge your agreement with the above by countersigning this letter agreement in the signature block set forth below.

SENECA CAPITAL, L.P.

By: 
Name: DOUG HIRSCH
Title: MANAGING MEMBER S.C.L.P.

Agreed and Accepted this
22nd day of November, 2004:

RCN CORPORATION

By: 
Name: John S. Dubel
Title: EVP & Chief Restructuring Officer

Annex 11

CANPARTNERS INVESTMENTS IV, LLC
9665 Wilshire Blvd., Suite 200
Beverly Hills, CA 90212

November 22, 2004

RCN Corporation
105 Carnegie Center
Princeton, New Jersey 08540

Attention: John Dubel

Re: Commitment to Purchase, and Agreement to Sell, Second-Lien Notes

Ladies and Gentlemen:

Reference is hereby made to that certain Commitment Letter, dated as of November 3, 2004, amongst D.E. Shaw Laminar Lending 2, Inc. ("Laminar") and RCN Corporation ("you"), as amended and restated as of November 22, 2004 (as so amended, the "Laminar Second-Lien Commitment Letter"). Unless otherwise defined herein, terms defined in the Laminar Second-Lien Commitment Letter shall have the same meaning when used in this letter agreement.

By this letter agreement we commit and agree to buy from you, and you agree to sell to us, \$10,000,000 of the aggregate principal amount of Second-Lien Notes on the Closing Date thereof (so long as same occurs). Such commitment and agreement is on substantially the same terms as Laminar's commitment pursuant to the Laminar Second-Lien Commitment Letter as if our name were substituted therein for the name of Laminar, except with respect to any terms applicable only to Laminar (such as, by way of example, the term granting to Laminar a right to nominate a candidate for election as a director upon the terms stated in the Laminar Second-Lien Commitment Letter). You agree that the purchase will be at par, and that we will receive an up-front fee equal to 1% of our \$10,000,000 commitment hereunder, which fee shall be paid at the same time as Laminar receives its similar up-front fee (however designated), but in any event not later than the Closing Date. If you elect to extend the commitment expiration date as set forth in the Laminar Second-Lien Commitment Letter, you agree we will receive an up-front fee equal to (i) \$7,222 if you elect to extend the commitment expiration date to February 28, 2005 and (ii) an additional \$7,222 if you elect to extend the commitment expiration date to March 31, 2005, which fees shall be paid at the same time as Laminar receives its similar up-front fee (however designated), but in no event later than the Closing Date. We understand that our rights under the Second-Lien Notes will be governed by the Second-Lien Note Purchase Facility (as ultimately documented), but you acknowledge and agree that our obligation to purchase any Second-Lien Notes is subject to our reasonable satisfaction with the documentation relating to Second-Lien Note Purchase Facility, as well as to the satisfaction of the conditions precedent (to our reasonable satisfaction) as set forth on the date hereof in Exhibit B to the Laminar Second-Lien Commitment Letter.

Notwithstanding anything to the contrary contained elsewhere in this letter agreement, it is understood and agreed that our agreement to buy from you, and your agreement to sell to us, the \$10,000,000 aggregate principal amount of Second-Lien Notes as otherwise provided above is conditioned on the First-Lien Credit Facilities aggregating \$355,000,000 thereby reducing the aggregate principal amount of Second-Lien Notes issued to \$125,000,000. You understand and agree that the \$10,000,000 aggregate principal amount of Second-Lien Notes to be purchased by us (subject to the satisfaction of the condition described in the preceding sentence) shall not be reduced without our agreement, regardless of any reductions to the allocations of any other purchaser of Second-Lien Notes.

You agree to notify us in writing at least 3 Business Days in advance of the Closing Date of the occurrence thereof.

This letter agreement may not be amended, modified or waived except by an instrument in writing signed by each of the parties hereto. This letter agreement may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed signature page of this letter agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof. THIS LETTER AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. This letter agreement supersedes all prior communications, written or oral, with respect to the matters herein.

EACH OF THE PARTIES HERETO HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, ACTION, SUIT OR PROCEEDING ARISING OUT OF OR CONTEMPLATED BY THIS LETTER AGREEMENT.

* * *

Please acknowledge your agreement with the above by countersigning this letter agreement in the signature block set forth below.

CANPARTNERS INVESTMENTS IV,
LLC

By: 

Name: Joshua S. Friedman

Title: Authorized Signatory

Agreed and Accepted this
22nd day of November, 2004:

RCN CORPORATION

By: 

Name: John S. Duke

Title: EVP & Chief Restructuring Officer