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Attorneys for RCN Corporation, et al.,
Reorganized Debtors

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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

**NOTICE OF REORGANIZED DEBTORS' OBJECTION TO
ADMINISTRATIVE CLAIM REQUESTS OF (I) OPERATING TELEPHONE
COMPANY SUBSIDIARIES OF VERIZON COMMUNICATIONS,
INC. AND (II) LEVEL 3 COMMUNICATIONS, LLC**

TO: ALL PARTIES ON THE ATTACHED SERVICE LIST,

PLEASE TAKE NOTICE THAT on March 25, 2005, RCN Corporation ("RCN") and certain of its direct and indirect subsidiaries, reorganized debtors in the above-captioned cases (collectively, the "Reorganized Debtors"), filed the Reorganized Debtors' Objection To Administrative Claim Requests Of (I) Operating Telephone Company Subsidiaries Of Verizon Communications, Inc. And (II) Level 3 Communications, LLC (the "Objection," a copy of which is attached hereto).

PLEASE TAKE FURTHER NOTICE THAT the a hearing (the "Hearing") with respect to the Objection will be held on **May 24, 2005 at 10:00 a.m. (Eastern Daylight Time)** before the Honorable Robert D. Drain at the United States Bankruptcy Court located at the Alexander Hamilton Customs House, One Bowling Green, New York, New York 10004.

PLEASE TAKE FURTHER NOTICE THAT pursuant to Local Bankruptcy Rule 9006-1, any claimant that wishes to contest the relief requested in this Objection must file and serve a response **no later than May 17, 2005 at 4:00 p.m. (Eastern Daylight Time)**.

PLEASE TAKE FURTHER NOTICE THAT each such written response must be served on the following parties: (i) counsel for RCN, Milbank, Tweed, Hadley & McCloy LLP, Attention: Susheel Kirpalani, Esq. and Jeffrey K. Milton, Esq., 1 Chase Manhattan Plaza, New York, New York 10005; (ii) Office of the United States Trustee, Southern District of New York, Attention: Paul K. Schwartzberg, Esq., 33 Whitehall Street, 21st Floor, New York, New York 10004; and (iii) United States Bankruptcy Court for the Southern District of New York, Attention: Chambers of the Honorable Robert D. Drain, Alexander Hamilton Customs House, One Bowling Green, New York, New York 10004.

PLEASE TAKE FURTHER NOTICE THAT the Reorganized Debtors request that at a minimum each response contain the following:

- (a) a caption setting forth the name of the Bankruptcy Court, the name of the case, the case number, and the title of the Objection;
- (b) the name of the creditor, claim number, and description of the basis for the amount of the asserted claim;
- (c) a concise statement setting forth the reasons why the relief requested in the Objection with respect to the relevant claim should not be granted, including, but not limited to, the specific factual and legal basis upon which the creditor will rely in opposing the Objection;
- (d) all documentation or other evidence of the claim, to the extent not included with the claim previously filed with the Bankruptcy Court, upon which the creditor will rely in opposing the Objection at the hearing;
- (e) the address(es) to which a reply, if any, to the response should be sent, if different from that indicated in the proof of claim; and
- (f) the name, address, and telephone number of the person (which may be the creditor or

his/her/its legal representative) possessing ultimate authority to reconcile, settle, or otherwise resolve the claim on behalf of the creditor.

PLEASE TAKE FURTHER NOTICE THAT if a response is properly filed and served in accordance with the above procedures, the Reorganized Debtors will endeavor to reach a consensual resolution. If no consensual resolution is reached, the Reorganized Debtors will request that the Court conduct a hearing with respect to the Objection and the response.

PLEASE TAKE FURTHER NOTICE THAT if a creditor whose claim is subject to the Objection fails to file and serve a timely response, the Reorganized Debtors will present to the Bankruptcy Court an appropriate order with respect to such claim **without further notice to the creditor.**

DATED: New York, New York
March 25, 2005

MILBANK, TWEED, HADLEY & M^CCLOY LLP

By: /s/ Jeffrey K. Milton
Dennis F. Dunne (DD 7543)
Susheel Kirpalani (SK 8926)
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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re : Chapter 11
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RCN CORPORATION, et al., : Case No. 04-13638 (RDD)
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Reorganized Debtors. : Jointly Administered
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REORGANIZED DEBTORS' OBJECTION TO ADMINISTRATIVE
CLAIM REQUESTS OF (I) OPERATING TELEPHONE COMPANY
SUBSIDIARIES OF VERIZON COMMUNICATIONS, INC. AND
(II) LEVEL 3 COMMUNICATIONS, LLC

TO THE HONORABLE ROBERT D. DRAIN,
UNITED STATES BANKRUPTCY JUDGE:

RCN Corporation ("RCN") and certain of its direct
and indirect subsidiaries, reorganized debtors in the
above-captioned cases (collectively, the "Reorganized
Debtors"), hereby object (the "Objection") to the
administrative claim requests filed by (i) Operating
Telephone Company Subsidiaries of Verizon Communications,
Inc. ("Verizon") and (ii) Level 3 Communications, LLC
("Level 3"), and based upon the Declaration of Edward J.
O'Hara In Support Of Reorganized Debtors' Objection To

Administrative Claim Requests Of (I) Operating Telephone Company Subsidiaries Of Verizon Communications, Inc. And (II) Level 3 Communications, LLC, dated March 25, 2005 (the "O'Hara Decl."), a copy of which is attached as Exhibit A hereto, respectfully represent as follows:

BACKGROUND

1. Chapter 11 Filings. On May 27, 2004, RCN, TEC Air, Inc. ("TEC Air"), RLH Property Corporation ("RLH Property"), RCN Finance, LLC ("RCN Finance"), and Hot Spots Productions, Inc. ("Hot Spots") (collectively, the "Initial Debtors") filed in this Court voluntary petitions for relief under the Bankruptcy Code. On August 5, 2004, RCN Cable TV of Chicago, Inc. ("RCN Cable") commenced its chapter 11 case. On August 20, 2004, RCN Telecom Services of Virginia, Inc. ("RCN Telecom of Virginia"), RCN Entertainment, Inc. ("RCN Entertainment"), 21st Century Telecom Services, Inc. ("21st Century"), and ON TV, Inc. ("ON TV") (collectively, the "Additional Debtors") commenced their chapter 11 cases.

2. Creditors' Committee. On June 10, 2004, the United States Trustee appointed the Official Committee of Unsecured Creditors (the "Creditors' Committee"). The duties of the Creditors' Committee terminated as of the Effective Date (as defined below) except for limited

purposes as outlined in the Plan (as defined below). No other official committees have been appointed or designated in these cases.

3. Bar Dates. On June 23, 2004, this Court entered an order establishing August 11, 2004 at 5:00 p.m. (Eastern Time) as the final date and time for the filing of individual proofs of claim in the RCN, Hot Spots, TEC Air, RCN Finance, and RCN Property cases [Docket No. 73]. On August 27, 2004, this Court entered an order establishing October 1, 2004 at 5:00 p.m. (Eastern Time) as the final date and time for the filing of individual proofs of claim in the RCN Entertainment, ON TV, 21st Century, RCN Telecom of Virginia, and RCN Cable cases [Docket No. 185]. The Reorganized Debtors and the Court-approved claims agent, Bankruptcy Services, LLC, ensured that the claims forms and related notices were mailed out in a timely fashion [Docket Nos. 77, 81, and 226] and coordinated the timely publication of such notices in the *Wall Street Journal* (National Edition) [Docket Nos. 414 and 416]. Pursuant to the Plan (as defined below), January 24, 2005 was the final date for the filing of claims asserting entitlement to priority as administrative claims under sections 503(b) or 507(a) of the Bankruptcy Code.

4. First Omnibus Objection. On September 21, 2004, the Reorganized Debtors filed their First Omnibus Objection Pursuant To 11 U.S.C. §§ 502(b) And 510(b) And Fed. R. Bankr. P. 3007, To (I) Equity Interests, (II) Securities Claims, (III) Redundant Public Debt Claims, And (IV) Insufficient Documentation Claims (the "First Omnibus Objection"). On November 3, 2004, the Court entered an order sustaining the First Omnibus Objection.

5. Second Omnibus Objection. On October 7, 2004, the Reorganized Debtors filed their Second Omnibus Objection Pursuant To 11 U.S.C. §§ 502(b) And 510(b) And Fed. R. Bankr. P. 3003 And 3007 To Claims (the "Second Omnibus Objection"). In the Second Omnibus Objection, the Debtors objected to non-debtor claims, improper debtor claims, satisfied claims, redundant claims, claims subject to litigation or dispute, securities claims to be subordinated, and equity interests to be disallowed. On November 16, 2004, the Court entered an order sustaining the Second Omnibus Objection.

6. Third Omnibus Objection. On October 21, 2004, the Reorganized Debtors filed their Third Omnibus Objection To Claims Pursuant To 11 U.S.C. § 502(b) And Fed. R. Bankr. P. 3007 (the "Third Omnibus Objection"). In the Third Omnibus Objection, the Debtors objected to non-debtor

claims and claims subject to litigation or dispute. On December 2, 2004, the Court entered an order sustaining the Third Omnibus Objection.

7. Fourth Omnibus Objection. On October 21, 2004, the Reorganized Debtors filed their Fourth Omnibus Objection Pursuant To 11 U.S.C. §§ 502(b) And 510(b) And Fed. R. Bankr. P. 3003 And 3007 To Claims (the "Fourth Omnibus Objection"). In the Fourth Omnibus Objection, the Debtors objected to non-debtor claims, late-filed claims, a claim with insufficient documentation, equity interests to be disallowed, and claims representing both equity interests to be disallowed and securities claims to be subordinated. On December 2, 2004, the Court entered an order sustaining the Fourth Omnibus Objection.

8. Fifth Omnibus Objection. On October 21, 2004, the Reorganized Debtors filed their Fifth Omnibus Objection To Claims Pursuant To Bankruptcy Code Sections 105(a) And 502 And Bankruptcy Rules 3001 And 3007 (the "Fifth Omnibus Objection"). In the Fifth Omnibus Objection, the Debtors objected to disputed claims. On December 2, 2004, the Court entered an order sustaining the Fifth Omnibus Objection.

9. Sixth Omnibus Objection. On January 31, 2005, the Reorganized Debtors filed their Sixth Omnibus

Objection To Claims Pursuant To 11 U.S.C. §§ 105(a), 502(b), And 510(b) And Fed. R. Bankr. P. 3007 (the "Sixth Omnibus Objection"). In the Sixth Omnibus Objection, the Reorganized Debtors objected to disputed claims, non-debtor claims, claims with insufficient documentation, equity interests to be disallowed, claims representing both equity interests to be disallowed and securities claims to be subordinated, and claims previously withdrawn (or deemed withdrawn). On March 18, 2005, the Court entered an order sustaining the Sixth Omnibus Objection.

10. Plan of Reorganization. On October 12, 2004, the Reorganized Debtors filed their Joint Plan of Reorganization of RCN Corporation and Certain Subsidiaries (the "Plan"). On December 8, 2004, this Court entered an order confirming the Plan, and on December 21, 2004, the effective date occurred (the "Effective Date").

11. Distribution to Creditors. As of the date hereof, only a partial distribution has been made to holders of Class 5 Allowed Claims due to the reserve for disputed and unliquidated claims. It is expected that full distributions to holders of Class 4, Class 6, Class 7, and Class 8 Claims entitled to receive distributions are expected to commence shortly. A further distribution to

holders of Class 5 Allowed Claims is also expected to commence shortly.

12. Jurisdiction. This Court has jurisdiction over this Objection under 28 U.S.C. § 1334. This matter constitutes a core proceeding as that term is defined in 28 U.S.C. § 157. Venue of the Reorganized Debtors' chapter 11 cases and this Objection are proper in this district under 28 U.S.C. §§ 1408 and 1409.

OBJECTIONS

13. Verizon Claim. On January 21, 2005, Verizon filed an administrative claim request in the amount of \$90,031.78 against RCN, which was designated Claim Number 2098 (the "Verizon Claim"), based on various allegedly unpaid accounts for telephone service listed on the attachment to the Verizon Claim (the "Telephone Accounts") allegedly provided to RCN postpetition.

14. The Reorganized Debtors object to the Verizon Claim and submit that it should be disallowed in its entirety and expunged. As stated in the O'Hara Declaration, the Telephone Accounts are the responsibility of one or more of RCN's non-debtor affiliates. O'Hara Decl. at ¶ 3. The Reorganized Debtors' books and records demonstrate that none of the Telephone Accounts are either in the name of, or have ever been used by, RCN or any of

the other Reorganized Debtors. O'Hara Decl. at ¶ 3. The Verizon Claim offers no legal or factual basis for holding RCN liable for the obligations of its non-debtor affiliates. Neither RCN, nor any of the other Reorganized Debtors have executed a guaranty with respect to the Telephone Accounts, nor have otherwise assumed any liability in connection with the Telephone Accounts. O'Hara Decl. at ¶ 3. Accordingly, the Verizon Claim was improperly filed against RCN, and should be disallowed in its entirety and expunged.

15. To the extent the Court determines that the Verizon Claim may be a liability of RCN, RCN objects to the Verizon Claim on the basis that it contains insufficient information for the Reorganized Debtors to understand whether there exists a valid basis for such a claim. O'Hara Decl. at ¶ 3.

16. Level 3 Claims. On January 24, 2005, Level 3 filed administrative claim requests, each in the amount of \$404,117.29, against each of (i) RCN Telecom which claim was designated Claim Number 2099, (ii) RCN Cable which claim was designated Claim Number 2100, (iii) 21st Century which claim was designated Claim Number 2101, (iv) ON TV which claim was designated Claim Number 2102, (v) RCN Entertainment which claim was designated Claim Number 2103,

(vi) TEC Air which claim was designated Claim Number 2104, (vii) RCN Finance which claim was designated Claim Number 2105, (viii) RLH Property which claim was designated Claim Number 2106, (ix) Hot Spots which claim was designated Claim Number 2107, and (x) RCN which was designated Claim Number 2108 (all of the foregoing, collectively, the "Level 3 Claims"). The Level 3 Claims assert an administrative claim for various telecommunication services. O'Hara Decl. at ¶ 4.

17. The Reorganized Debtors object to the Level 3 Claims and submit that they should be disallowed in their entirety and expunged. As stated in the O'Hara Declaration, on May 23, 2002, Level 3 and RCN Telecom Services, Inc. ("RCN Telecom Services"), a non-debtor subsidiary of RCN, entered into a Master Carrier Services Agreement (as amended, the "Master Agreement"), a copy of which is attached as Exhibit B hereto. O'Hara Decl. at ¶ 4. Neither the Master Agreement nor the Level 3 Claims offer any basis for holding the Reorganized Debtors liable for the liability of one of their non-debtor affiliates. Neither RCN, nor any of the other Reorganized Debtors executed a guaranty with respect to the Master Agreement, nor have otherwise assumed any liability in connection with the Master Agreement. O'Hara Decl. at ¶ 4. Accordingly,

the Level 3 Claims were improperly asserted against the Reorganized Debtors and should be disallowed in their entirety and expunged.

18. To the extent that the Court determines that the Level 3 Claims may be the liability of the Reorganized Debtors, the Reorganized Debtors object to the Level 3 Claims on the basis that they have been satisfied or are the subject of an open dispute. O'Hara Decl. at ¶ 4.

19. Level 3 claims that the Reorganized Debtors owe \$60,278.62 on account number 58345 ("Account No. 58345"). O'Hara Decl. at ¶ 5. On January 31, 2005, RCN Telecom Services issued check number 211352 in the amount of \$31,646.62, a cancelled copy of which is attached as Exhibit B-1 hereto, as payment in full for the invoice dated January 1, 2005 for Account No. 58345. O'Hara Decl. at ¶ 5. The remaining amount of \$28,631.52 that Level 3 claims to be owed remains the subject of an open dispute between RCN Telecom Services and Level 3. O'Hara Decl. at ¶ 5.

20. Level 3 claims that the Reorganized Debtors owe \$108,212.82 on account number 8075 ("Account No. 8075"). O'Hara Decl. at ¶ 6. On February 9, 2005, RCN Telecom Services issued check number 212168 in the amount of \$108,212.82, a cancelled copy of which is attached as

Exhibit B-2 hereto, as payment in full for the outstanding balance on Account No. 8075. O'Hara Decl. at ¶ 6.

21. Level 3 claims that the Reorganized Debtors owe \$43,941.70 on account number 182860 ("Account No. 182860"). O'Hara Decl. at ¶ 7. On February 21, 2005, RCN Telecom Services issued check number 212812 in the amount of \$35,598.96, a cancelled copy of which is attached as Exhibit B-3 hereto, as payment on Account No. 182860. O'Hara Decl. at ¶ 7. The remaining amount of \$8,342.74 that Level 3 claims to be owed remains the subject of an open dispute between RCN Telecom Services and Level 3. O'Hara Decl. at ¶ 7.

22. Level 3 claims that the Reorganized Debtors owe \$191,683.63 on account number 182861 ("Account No. 182861"). O'Hara Decl. at ¶ 8. On January 26, 2005, RCN Telecom Services issued check number 210941 in the amount of \$100,583.53, a cancelled copy of which is attached as Exhibit B-4 hereto, as payment on Account Number 182861. O'Hara Decl. at ¶ 8. Upon review of the documentation attached to the Level 3 Claims, however, it appears that Level 3 posted a credit of only \$15,722.53. O'Hara Decl. at ¶ 8. On February 9, 2005, RCN Telecom Services issued check number 212167 in the amount of \$91,100.10, a cancelled copy of which is attached as Exhibit B-5 hereto,

as payment in full for the invoice dated January 1, 2005 for Account No. 182861. O'Hara Decl. at ¶ 8.

23. Accordingly, to the extent that the Court determines that the Level 3 Claims may be the liability of the Reorganized Debtors, (a) these claims should be disallowed and expunged to the extent they have been satisfied, and (b) the amounts that are the subject of an open dispute should not be paid until such disputes are resolved.

GENERAL RESERVATION OF RIGHTS

24. The Reorganized Debtors reserve their rights to amend this Objection.

WAIVER OF MEMORANDUM OF LAW

25. The Reorganized Debtors submit that no new or novel issue of law is presented with respect to the matters contained herein and respectfully request that the requirement of a separate memorandum of law under Local Bankruptcy Rule 9013-1(b) be waived.

NOTICE

26. Notice of this Objection has been given to (i) the United States Trustee, (ii) Verizon, (iii) Level 3, and (iii) those entities that have formally requested receipt of pleadings in these cases pursuant to Bankruptcy Rule 2002. In light of the relief requested herein, the

Reorganized Debtors submit that no other or further notice is required.

NO PRIOR REQUEST

27. No previous request for the relief sought in this Objection has been made to this or any other court.

WHEREFORE, the Reorganized Debtors respectfully request that the Court enter an order, substantially in the form attached hereto as Exhibit C, (i) disallowing in its entirety and expunging the Verizon Claim; (ii) disallowing in their entirety and expunging the Level 3 Claims on the basis they are not valid claims against the Reorganized Debtors, and to the extent that the Court determines that the Level 3 Claims may be the liability of the Reorganized Debtors, on the basis that (a) the Level 3 Claims have been satisfied, and (b) the amounts that are the subject of an

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open dispute should not be paid until such disputes are resolved; and (iv) granting the Reorganized Debtors such other and further relief as is just and proper.

DATED: New York, New York
March 25, 2005

MILBANK, TWEED, HADLEY & M^CCLOY LLP

By: /s/ Jeffrey K. Milton
Dennis F. Dunne (DD 7543)
Susheel Kirpalani (SK 8926)
Jeffrey K. Milton (JM 8255)
1 Chase Manhattan Plaza
New York, New York 10005
(212) 530-5000

Attorneys for RCN Corporation,
et al., Reorganized Debtors

EXHIBIT A

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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

DECLARATION OF EDWARD J. O'HARA IN SUPPORT OF
REORGANIZED DEBTORS' OBJECTION TO ADMINISTRATIVE
CLAIM REQUESTS OF (I) OPERATING TELEPHONE COMPANY
SUBSIDIARIES OF VERIZON COMMUNICATIONS, INC. AND
(II) LEVEL 3 COMMUNICATIONS, LLC

Edward J. O'Hara, hereby declares under penalty of
perjury:

1. I am Treasurer for RCN Corporation ("RCN") and am familiar with the process for reconciling administrative claim requests filed against RCN and its direct and indirect subsidiaries, reorganized debtors in the above-captioned cases (collectively, the "Reorganized Debtors"). I have knowledge of the matters set forth herein, and, if called as a witness, I could and would testify of my own knowledge to the facts set forth herein.

2. I have read and reviewed the Reorganized Debtors' Objection To Administrative Claim Requests Of (I) Operating Telephone Company Subsidiaries Of Verizon Communications, Inc. And (II) Level 3 Communications, LLC, dated March 25, 2005 (the

"Objection").¹ I submit this declaration in support of the Objection and on the basis of my review of the Reorganized Debtors' books and records related to the administrative claim requests objected to in the Objection together with any supporting or related documentation.

3. I have read and reviewed the information supporting the investigation of the Verizon Claim. Upon review, it appears that the Telephone Accounts listed on the attachment to the Verizon Claim are the responsibility of one or more of RCN's non-debtor affiliates. The Reorganized Debtors' books and records demonstrate that none of the Telephone Accounts are either in the name of, or have ever been used by, RCN or any of the other Reorganized Debtors. The Verizon Claim offers no legal or factual basis for holding RCN liable for the obligations of its non-debtor affiliates. Neither RCN, nor any of the other Reorganized Debtors have executed a guaranty with respect to the Telephone Accounts, nor have otherwise assumed any liability in connection with the Telephone Accounts. The Verizon Claim contains insufficient information for the Reorganized Debtors to understand whether there exists a valid basis for such claim.

4. I have read and reviewed the information supporting the investigation of the Level 3 Claims. Upon

¹ All capitalized terms not defined herein have the respective meanings ascribed to them in the Objection.

review, it appears that the Level 3 Claims assert an administrative claim for various telecommunication services. On May 23, 2002, Level 3 and RCN Telecom Services, a non-debtor subsidiary of RCN, entered into the Master Agreement. Neither the Master Agreement nor the Level 3 Claims offer any basis for holding the Reorganized Debtors liable for the liability of one of their non-debtor affiliates. Neither RCN, nor any of the other Reorganized Debtors executed a guaranty with respect to the Master Agreement, nor have otherwise assumed any liability in connection with the Master Agreement. It appears that the Level 3 Claims were improperly filed against the Reorganized Debtors in their chapter 11 cases. The Reorganized Debtors also object to the Level 3 Claims on the basis that they have been satisfied or are the subject of an open dispute.

5. Level 3 claims that the Reorganized Debtors owe \$60,278.62 on Account Number 58345. On January 31, 2005, RCN Telecom Services issued check number 211352 in the amount of \$31,646.62 as payment in full for the invoice dated January 1, 2005 for Account No. 58345. The remaining amount of \$28,631.52 that Level 3 claims to be owed remains the subject of an open dispute between RCN Telecom Services and Level 3.

6. Level 3 claims that the Reorganized Debtors owe \$108,212.82 on Account Number 8075. On February 9, 2005, RCN Telecom Services issued check number 212168 in the amount of

\$108,212.82 as payment in full for the outstanding balance on Account No. 8075.

7. Level 3 claims that the Reorganized Debtors owe \$43,941.70 on Account Number 182860. On February 21, 2005, RCN Telecom Services issued check number 212812 in the amount of \$35,598.96 as payment on Account No. 182860. The remaining amount of \$8,342.74 that Level 3 claims to be owed remains the subject of an open dispute between RCN Telecom Services and Level 3.

8. Level 3 claims that the Reorganized Debtors owe \$191,683.63 on Account Number 182861. On January 26, 2005, RCN Telecom Services issued check number 210941 in the amount of \$100,583.53 as payment on Account Number 182861. Upon review of the documentation attached to the Level 3 Claims, however, it appears that Level 3 posted a credit of only \$15,722.53. On February 9, 2005, RCN Telecom Services issued check number 212167 in the amount of \$91,100.10 as payment in full for the invoice dated January 1, 2005 for Account No. 182861.

9. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on March 25, 2005



Edward J. O'Hara

EXHIBIT B



Master Carrier Services Agreement

This Master Carrier Services Agreement ("Agreement") is entered into this 23 day of May, 2002, by and between LEVEL 3 COMMUNICATIONS, LLC, a Delaware limited liability company ("Carrier" or "Level 3") and RCN TELECOM SERVICES, INC, a Pennsylvania corporation ("Customer" or "RCN"). For purposes of this Agreement Carrier and Customer may sometimes be referred to individually as a "party" or collectively as the "parties".

DEFINITIONS

Customer Order: A request for Service submitted by the Customer for acceptance by Carrier.

Facilities: Any and all devices supplied by Carrier used to deliver Services, including but not limited to all terminal and other equipment, wires, lines, circuits, ports, routers, switches, channel service units, data service units, cabinets, racks, private rooms and the like. Facilities shall not include any such devices sold to Customer by Carrier and paid for by Customer or owned by Customer or any third party.

Premises: The location(s) occupied by Customer, if any, to which the Service is delivered.

Service: Wholesale voice services offered by Carrier to Customer. The Service allows the Customer to deliver voice traffic to Carrier, selecting from a wide range of connectivity options, in a Carrier supported format (North American SS7, and when Carrier can support the same, North American II, 5ESS, and PRI). Carrier will convert the traffic and carry it across its network, convert the traffic back to a format accepted by the terminating carrier, and deliver this voice traffic to any Public Switched Telephone Network or Carrier termination point. Carrier does not originate any traffic pursuant to the Services and thus will not accept calls seeking operator services or directory assistance. Other examples of types of calls that are origination in nature, and thus likewise not supported on the Carrier network, include: 976, 911, 900, 800, and 700 calls.

SECTION 1. CUSTOMER ORDERS

1.1 Submission of Customer Orders. To order Service, Customer may sign and submit to Carrier an order form for Services, completed with the Carrier's assistance ("Customer Order") requesting the provision of Service by Carrier. Customer must also provide Carrier any required information, connection type and details necessary, as determined by Carrier, to connect Customer to Carrier's network. In the event Carrier has not acknowledged a Customer Order in writing within five (5) business days following Customer's submission of such Customer Order to Carrier pursuant to this

Section 1.1, then Customer may cancel such Customer Order without any liability upon written notice to Carrier; provided such notice of cancellation is received by Carrier prior to Carrier delivering the Services ordered under such Customer Order. Carrier's delivery of such Service shall constitute Carrier's acceptance of the Customer Order. The Customer Order and its backup detail shall set forth a description of the Service, any non-recurring and monthly recurring charges and any applicable term of Service (if other than month to month).

1.2 Interconnection. All voice traffic exchanged between the parties shall be delivered by Customer to Carrier at interconnection points and locations as mutually agreed upon by the parties. Unless the parties agree otherwise in writing, the parties shall share all costs associated with the physical interconnection between the parties. All voice traffic delivered to Carrier for delivery via the Services must be delivered by Customer in a format supported by Carrier; other traffic will be blocked and will not be delivered by Carrier.

SECTION 2. BILLING AND PAYMENT

2.1 Rates.

A. Customer will be billed at Carrier's then current usage rates and Carrier reserves the right to adjust its rates at any time upon five (5) business days prior written notice to Customer, and Customer's continued use of Services constitutes acceptance of the adjusted rates; however, upon receipt of such notice Customer may terminate the affected Customer Order without termination liability by delivering written notice of termination no later than thirty (30) days after the effective date of the rate adjustment.

B. The rates in effect as of the Effective Date of this Agreement are set forth on Exhibit A and are shown in terms of full minutes and shall be billed in six (6) second increments, rounded upward to the nearest six (6) second increment, with a minimum initial increment of six (6) seconds for all calls both originating and terminating in the United States and of thirty (30) seconds for all international calls. Notwithstanding the foregoing, the chargeable duration of each call to Mexico

shall be rounded upward to the nearest sixty (60) second increment with a minimum initial increment of sixty (60) seconds. Each invoice will include minutes and rates by destination, total charges by destination and total amount due.

C. For that Customer voice traffic the origin of which Carrier is unable to reasonably determine, Carrier will bill Customer for such traffic at Carrier's interstate rates in proportion to the percentage of interstate use set forth in the PIU. Customer hereby certifies that the PIU is true and correct to the best of Customer's knowledge and has been determined in accordance with all applicable laws and regulations. Customer may modify the PIU from time to time upon thirty (30) days' prior written notice to Carrier. Upon Carrier's written request, Customer agrees to provide Carrier with all reasonable information necessary to verify the accuracy of the PIU as compared to voice traffic delivered by Customer to Carrier. If Carrier determines that the PIU is inaccurate, Carrier reserves the right to bill Customer at the appropriate Carrier rates based upon Carrier's determination of such traffic as interstate or intrastate. Customer agrees to indemnify, defend and hold Carrier harmless for any claims by third parties (including local access charges for intrastate traffic) resulting from or arising out of Carrier's use of a PIU provided by Customer.

D. The usage rates for Service are net of any applicable origination charges by third party payphone providers. Customer will be responsible for (i) all such origination charges, and (ii) tracking any traffic associated with such origination charges in accordance with applicable law or regulation.

2.2 Payment of Bills. Carrier bills all charges incurred by Customer on a monthly basis and shall send all billing invoices to the address set forth at the end of this Section 2.2. Such billing addresses may be changed from time to time upon delivery of written notice by Customer as provided in Section 6.3. Carrier bills in advance for all Services to be provided during the ensuing month, except for charges which are dependent upon usage of Service, which Services are billed in arrears. Billing for partial months will be prorated based on a calendar month. Amounts not paid within thirty (30) days of the invoice date shall be considered past due, provided, however, if Customer does not receive an invoice within seven (7) days of the invoice date, then Customer shall promptly notify Carrier in writing upon receipt of such delayed invoice and shall have thirty (30) calendar days from the invoice receipt date to pay Carrier for all undisputed amounts invoiced. Any undisputed past due amounts shall bear interest at a rate of 1.5% per month (prorated on a daily basis beginning on

the past due date), or the highest rate allowed by law, whichever is less.

Customer will be provided, in addition to its bill, a summary report detailing the number of minutes and associated price by destination transmitted during the period to which the bill relates. The foregoing summary report shall be delivered electronically in a Microsoft Excel spreadsheet format and in a hard copy form. As stated above, Carrier shall send billing invoices to the following addresses:

RCN Telecom Services, Inc.,
Attn: LD Network Cost Department
105 Carnegie Center
Princeton, NJ 08540

2.3 Taxes and Fees. Except for taxes based on Carrier's net income and ad valorem, personal and real property taxes imposed on Carrier's property, Customer shall be responsible for payment of all sales, use, gross receipts, excise, access, bypass, franchise or other local, state and federal taxes, fees, charges, or surcharges, however designated, imposed on or based upon the provision, sale or use of the Service.

2.4 Regulatory and Legal Changes. In the event of any change in applicable law, regulation, decision, rule or order that materially increases the costs or other terms of delivery of Service, Carrier and Customer will negotiate regarding the rates to be charged to Customer to reflect such increase in cost and, in the event that the parties are unable to reach agreement respecting new rates within thirty (30) days after Carrier's delivery of written notice requesting renegotiation, then (a) Carrier may pass such increased costs through to Customer, and (b) Customer may terminate the affected Customer Order without termination liability by delivering written notice of termination no later than thirty (30) days after the effective date of the rate increase.

2.5 Disputed Bills and Back-Billing. If Customer reasonably disputes any portion of a Carrier bill, Customer must pay the undisputed portion of the bill and submit a written claim for the disputed amount. All claims must be submitted to Carrier within sixty (60) days of receipt of billing for those Services. Any billing disputes shall be handled in accordance with Section 6.11, Dispute Resolution.

2.6 Credit Approval and Deposits. Customer shall provide Carrier with such credit information as may be requested by Carrier from time to time, and the initiation and continued delivery of Service is subject to credit approval. Carrier may from time to time require

Customer to make a deposit (which security when measured in the aggregate may not exceed Customer's estimated charges for two months' Service) as a condition to Carrier's acceptance of any Customer Order, or as a condition to Carrier's continuation of Service, which deposit shall be held by Carrier as security for payment of Customer's charges. At such time as the provision of Service to Customer is terminated, the amount of the deposit not otherwise applied to Customer's account will be refunded to Customer.

2.7 Fraudulent Use of Services. Customer is responsible for all charges attributable to Customer incurred respecting the Services, even if incurred as the result of fraudulent or unauthorized use of the Services. Carrier may, but is not obligated to, detect unauthorized or fraudulent use of Services.

SECTION 3. TERM AND DISCONTINUANCE OF CUSTOMER ORDERS

3.1 Term. The term of this Agreement and any Customer Orders hereunder shall be on a month to month basis. Either party may terminate this Agreement and/or any Customer Orders hereunder for its convenience upon thirty (30) days' prior written notice to the other party.

3.2 Discontinuance of Service.

A Customer Order and delivery of the Services may be discontinued:

A. If Customer fails to pay a past due balance for Service (other than amounts reasonably disputed under Section 3.5) (i) within five (5) business days after written notice from Carrier respecting charges invoiced in arrears, or (ii) within seven (7) business days after written notice from Carrier respecting Service invoiced in advance;

B. If Customer violates any law, rule, regulation or policy of any government authority having jurisdiction over the Services; If Customer makes a material misrepresentation in any submission of information in a Customer Order or other submission of information to Carrier; If Customer engages in any fraudulent use of the Services; or if a court or other government authority having jurisdiction over the Services prohibits Carrier from furnishing the Services;

C. If either party fails to cure its breach of any provision of this Agreement or any Customer Order within thirty (30) days written notice thereof provided by the other party;

D. If either party files bankruptcy, for reorganization, or fails to discharge an involuntary petition therefore within

sixty (60) days;

E. If Customer's use of the Services materially exceeds Customer's credit limit, unless Customer provides adequate security for payment for the Services within ten (10) days of Carrier's written notice.

3.3 Resumption of Service. If Service has been discontinued by Carrier and Customer requests that Service be restored, Carrier shall have the sole and absolute discretion to restore such Service. Nonrecurring charges may apply to restoration of Service.

3.4 Effect of Termination or Discontinuance of Service. Any termination of this Agreement or discontinuance of Service shall not prejudice any rights or obligations of either party respecting the charges for Services delivered prior to the date of termination or discontinuance or any other rights or obligations (including indemnity obligations) set forth in this Agreement, which rights and obligations shall survive any such termination or discontinuance.

SECTION 4. DELIVERY OF SERVICES

4.1 Carrier Access to Premises. Customer shall allow Carrier reasonable access to any Premises to the extent reasonably necessary for the installation, inspection and for any scheduled or emergency maintenance of Facilities relating to the Service. Carrier shall notify Customer two (2) business days in advance of any regularly scheduled maintenance that will require access to the Premises.

4.2 Removal of Facilities. Customer agrees to allow Carrier to remove all Carrier Facilities from the Premises:

A. after termination of the Service in connection with which the Facilities were used at a time reasonably designated by Customer and within thirty (30) calendar days of termination of the aforementioned Service; and

B. for repair, replacement or otherwise as is reasonably necessary, but Carrier shall use reasonable efforts to minimize disruptions to the Service caused thereby.

At the time of such removal, the Facilities shall be in the same condition as when installed, normal wear and tear excepted. Customer shall reimburse Carrier for the depreciated cost of any Facilities not in such condition. In the event that Carrier fails to remove its Facilities within the thirty (30) day period described in 4.2.A. above, then Customer may, using reasonable care, remove and store the Facilities at Carrier's expense and Customer shall provide written notice of such action. If

Carrier does not remove its Facilities within fifteen (15) days from the date of Customer's notice to Carrier, Customer may dispose the Facilities without liability to Carrier.

4.3 Service Subject to Availability. The furnishing of Service is subject to the availability thereof, on a continuing basis, and is limited to the capacity of Carrier to provide the Service as well as the capacity which Carrier may obtain from other carriers to furnish Service from time to time as required at the sole discretion of Carrier. Nothing in this Agreement shall be construed to obligate Customer to submit, or Carrier to accept, Customer Orders.

4.4 Reports.

Carrier will provide Customer on a monthly basis an electronic report (in a .xls file format) in a format similar to Exhibit A of Carrier's then current rates as soon as practical after the end of such month. In addition to the foregoing, Carrier shall from time to time, if requested by Customer, provide Customer with Call Detail Records encompassing that period of time reasonably requested by Customer.

SECTION 5. OBLIGATIONS AND LIABILITY LIMITATION

5.1 Obligations of the Customer. Customer shall be responsible for:

- A. The payment of all charges applicable to the Service;
- B. Damage or loss of the Facilities installed on the Premises (unless caused by the negligence or willful misconduct of the employees or agents of Carrier);
- C. Providing the level of power, heating and air conditioning necessary to maintain the proper environment on the Premises for the provision of Service;
- D. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises;
- E. Granting Carrier or its employees access to the Premises in accordance with Section 4.1 of this Agreement; and
- F. Keeping Carrier's Facilities located on Premises free and clear of any liens or encumbrances.
- G. Delivery of traffic to Carrier in supported format.

5.2 Liability. Except in the event of a breach by a party of its obligations under Sections 6.6, Publicity, or 6.8, Confidentiality, or in the event a party is required to indemnify the other as a result of personal injury or death in accordance with Section 6.4, Indemnification, the liability of Carrier to Customer and Customer's sole remedy against Carrier for any and all damages arising

out of the furnishing of or the failure to furnish Service, including, without limitation, mistakes, omissions, interruptions, delays, tortious conduct, representations, errors, or other defects, whether caused by acts of commission or omission, shall be limited to an abatement of the usage charges (if any), for the month in which the damages accrued and limited to the monthly usage charges payable to Carrier by Customer for the Services affected. Such abatement shall be the sole remedy of Customer and the sole liability of Carrier.

5.3 No Special Damages. Neither party shall be liable for any indirect, incidental, special, consequential, exemplary or punitive damages (including, without limitation, damages for lost profits or lost revenues), whether or not caused by the acts or omissions or negligence of its employees or agents, and regardless of whether such party has been informed of the possibility or likelihood of such damages.

5.4 Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CARRIER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

SECTION 6. GENERAL TERMS

6.1 Force Majeure. Neither party shall be liable for any failure of performance or equipment due to causes beyond such party's reasonable control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of any governmental entity or agency, or any civil or military authority, national emergencies, insurrections, riots, wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

6.2 Assignment and Resale. Neither party may assign its rights and obligations under a Customer Order without the express prior written consent of the other party. Provided, however, that such consent shall not be required if either party assigns this Agreement to an affiliate or in connection with a merger, acquisition, or sale of all or substantially all of its assets. This Agreement shall apply to any permitted transferees or assignees. Customer shall remain liable for the payment of all charges due under each Customer Order. Customer may resell the Service to third party "end users", provided that Customer agrees to indemnify, defend and hold Carrier harmless from claims made against Carrier by such end users.

6.3 Notices. Notices hereunder shall be deemed properly given when delivered, if delivered in person, or when sent via facsimile, overnight courier, electronic mail or when deposited with the U.S. Postal Service, to the following addresses:

If to Level 3: Level 3 Communications, LLC
ATTN: V.P. - Voice Carrier Relations
8270 Greensboro Drive
Suite 900
McLean, VA 22102
Phone: (703) 762-0118
Fax: (703) 762-0150
e-mail: Ed.Morche@Level3.com

with a copy to:

Level 3 Communications, LLC
1025 Eldorado Blvd.
Broomfield, CO 80021
Attn: General Counsel
Telefacsimile: (720) 888-5127

If to RCN Telecom Services:

RCN Telecom Services, Inc.
Attn: Carrier Relations Department
105 Carnegie Center
Princeton, NJ 08540
Phone: (609) 919-5438
Fax: (609) 919-8274
e-mail: Linda.Valentine@rcn.net

With a copy to:

RCN Telecom Services, Inc.
Attn: Legal Department
105 Carnegie Center
Princeton, NJ 08540
Fax: (609) 734-3830

For rate changes and communications sent to RCN Telecom Services, Inc., in accordance with Section 2.1:

Contact: Lisa Walsh
Facsimile: (609) 919-8274
e-mail: Lisa.Walsh@rcn.net

Either party may change its address specified above by giving the other party notice of such change in accordance with this Section.

6.4 Indemnification. Each party (an "Indemnitor") shall defend, indemnify, and hold harmless the other party and its employees, officers, directors and agents (the "Indemnitee") against all damages for bodily injury,

death, or damage to real or tangible personal property proximately caused by the Indemnitor in the course of performing this Agreement; provided that (i) the Indemnitor receives prompt notice of the claim from the Indemnitee under this Section 6.4, (ii) the Indemnitor has the right to control the defense of such claim and any related settlement negotiations, and (iii) the Indemnitee provides to the Indemnitor, at the Indemnitor's request and expense, with the assistance, information and authority necessary to perform the Indemnitor's obligations under this Section.

6.5 Application of Tariffs. This Service is not a telecommunications service and is not required to be tariffed. In the event that Carrier may be required to file with the appropriate regulatory agency tariffs respecting the delivery of certain Service, the terms set forth in the applicable tariff shall govern Carrier's delivery of and Customer's consumption or use of, such Service.

6.6 Publicity. This Agreement grants no right to use any party's or its affiliates' trademarks, service marks or trade names or to otherwise refer to the other party in any marketing, promotional or advertising materials or activities. Neither party shall issue any publication or press release relating to, or otherwise disclose the existence of, or the terms and conditions of any contractual relationship between Carrier and Customer, except as may be required by law or as may be agreed by the parties in writing.

6.7 Entire Understanding This Agreement, including any Customer Orders executed hereunder, constitute the entire understanding of the parties related to the subject matter hereof. In the event of any conflict between this Agreement and the terms and conditions of any Customer Order, this Agreement shall control. This Agreement may be altered, amended or revoked only by an instrument in writing signed by each party hereto. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

6.8 Confidential Information. Level 3 and RCN Telecom Services, Inc. agree to incorporate the terms of the Non-Disclosure Agreement executed by the parties on or about April 2000 herein by reference and agree that any Service performed or information or materials exchanged pursuant to this Agreement will be subject to the Non-Disclosure Agreement. Notwithstanding anything to the contrary contained elsewhere herein or in the Non-Disclosure Agreement, the Parties acknowledge and agree that the obligations set forth in the Non-Disclosure Agreement, as applied to this Agreement, shall be coterminous with the term of this Agreement.

6.9 No Waiver. No failure by either party to enforce any rights hereunder shall constitute a waiver of such right(s).

6.10 Severability. In the event a court of competent jurisdiction determines that any part or provision of this Agreement is invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

6.11 Dispute Resolution. Except for an action seeking a temporary restraining order or injunction or a suit to compel compliance with this dispute resolution provision, the parties agree to attempt to resolve all disputes under this Agreement in accordance with the dispute resolution procedures set forth in this Section 6.11. The parties shall first attempt to resolve a dispute within twenty (20) days through meetings between their project managers or those other representatives that each party deems necessary or desirable for such discussions. If unsuccessful, the parties agree to conduct negotiations between senior executive officers of both parties for a period of ten (10) days. If unsuccessful, or if fifteen (15) calendar days have passed since the parties submitted the dispute to the senior executive officers, either party shall be free to institute a claim, suit or proceeding in any court with jurisdiction or proceed with any other remedy then available. Subject to the foregoing time limitations, the representatives shall have the discretion to determine

the location, format, frequency and duration of their negotiations. All discussions and correspondence among the representatives shall be treated as Confidential Data (as defined in the Non-Disclosure Agreement) developed for the purposes of settlement, exempt from discovery, and shall not be admissible in any lawsuit between or involving the parties. The parties agree to continue performance of their respective obligations under this Agreement, to the extent possible, during the performance of the Dispute Procedures. In following this procedure, if a Customer's dispute is determined to be valid, Carrier will post the appropriate credit as agreed by both parties in the dispute resolution process to the Customer's next available billing cycle, if such payments have not already been remitted to Carrier. If Carrier has already received payment and a refund is due Customer, Carrier will provide Customer with a refund check for the previously disputed and paid amounts within thirty (30) days of the dispute resolution. Any refunds due Customer and not returned within thirty (30) days shall bear interest at a rate of 1.5% per month (prorated on a daily basis beginning on the past due date), or the highest rate allowed by law, whichever is less.

6.12 Counterparts. This Agreement may be executed in counterparts which together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

RCN TELECOM SERVICES, INC.

Authorized Customer Signature

DG GULATI

Typed or Printed Name

SENIOR VICE PRESIDENT

Title

LEVEL 3 COMMUNICATIONS, LLC

Authorized Level 3 Signature

Typed or Printed Name

Title

EXHIBIT B-1

(Page 1 of 3)

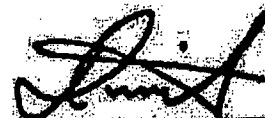
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Jenetta, PA

80-1007-423

RCN Telecom Services105 Carnegie Center
Princeton, NJ 08540

CHECK NUMBER	CHECK DATE	CHECK AMOUNT
211352	31-JAN-05	*****\$31,646.52

PAY Thirty one thousand six hundred forty six and 62/100 Dollars

TO
THE
ORDER
OFLEVEL 3 COMMUNICATIONS LLC
DEPARTMENT #182
DENVER, CO 80291-0182

AUTHORIZED SIGNATURE

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK • HOLD AT AN ANGLE TO VIEW

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(Page 2 of 3)

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DENVER, CO 80202
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EXHIBIT B-2

(Page 1 of 3)

RCN Telecom Services105 Carnegie Center
Princeton, NJ 08540**CHECK NUMBER**

212188

CHECK DATE

09-FEB-05

CHECK AMOUNT

*****\$108,212.82

PAY One hundred eight thousand two hundred twelve and 82/100 DollarsTO
THE
ORDER
OFLEVEL 3 COMMUNICATIONS LLC
DEPARTMENT #182
DENVER, CO 80291-0182

AUTHORIZED SIGNATURE

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(Page 2 of 3)

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ENDORSEMENT GUARANTEED
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SIMULATED WATERMARK. HOLD AT AN ANGLE TO VIEW

(Page 3 of 3)

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THE BACK OF THE CHECK CONTAINS A
SIMULATED WATERMARK. HOLD AT AN ANGLE TO VIEW

EXHIBIT B-3

(Page 1 of 3)

PNC BANK, NA
JERSEY, NJ

80-102 / 433

RCN Telecom Services105 Carnegie Center
Princeton, NJ 08540**CHECK NUMBER**


212812

CHECK DATE

21-FEB-05

CHECK AMOUNT

*****\$35,598.98

PAY Thirty five thousand five hundred ninety eight and 96/100 DollarsTO
THE
ORDER
OFLEVEL 3 COMMUNICATIONS LLC
DEPARTMENT #182
DENVER, CO 80291-0182

AUTHORIZED SIGNATURE

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(Page 2 of 3)

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ENCLOSURE GUARANTEED
WELLS FARGO BANK, N.A.DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
MICROFILM/REPRODUCTION INSTRUCTIONSHOLDING THE BACK OF THIS CHECK FORMING A
SHIELD AND WATERMARK HOLD AT AN ANGLE TO VIEW

EXHIBIT B-4

(Page 1 of 3)

PNC Bank, NA
Jersey, NJ

80-102 / 438

RCN Telecom Services185 Carnegie Center
Princeton, NJ 08540**CHECK NUMBER**

210941

CHECK DATE

26-JAN-05

CHECK AMOUNT

*****\$100,583.53

PAY One hundred thousand five hundred eighty three and 53/100 DollarsTO
THE
ORDER
OFLEVEL 3 COMMUNICATIONS LLC
DEPARTMENT #182
DENVER, CO 80291-0182

AUTHORIZED SIGNATURE

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RESERVED FOR BANK'S USE ONLY
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GUARANTEED WATERMARK. HOLD AT AN ANGLE TO VIEW

(Page 3 of 3)

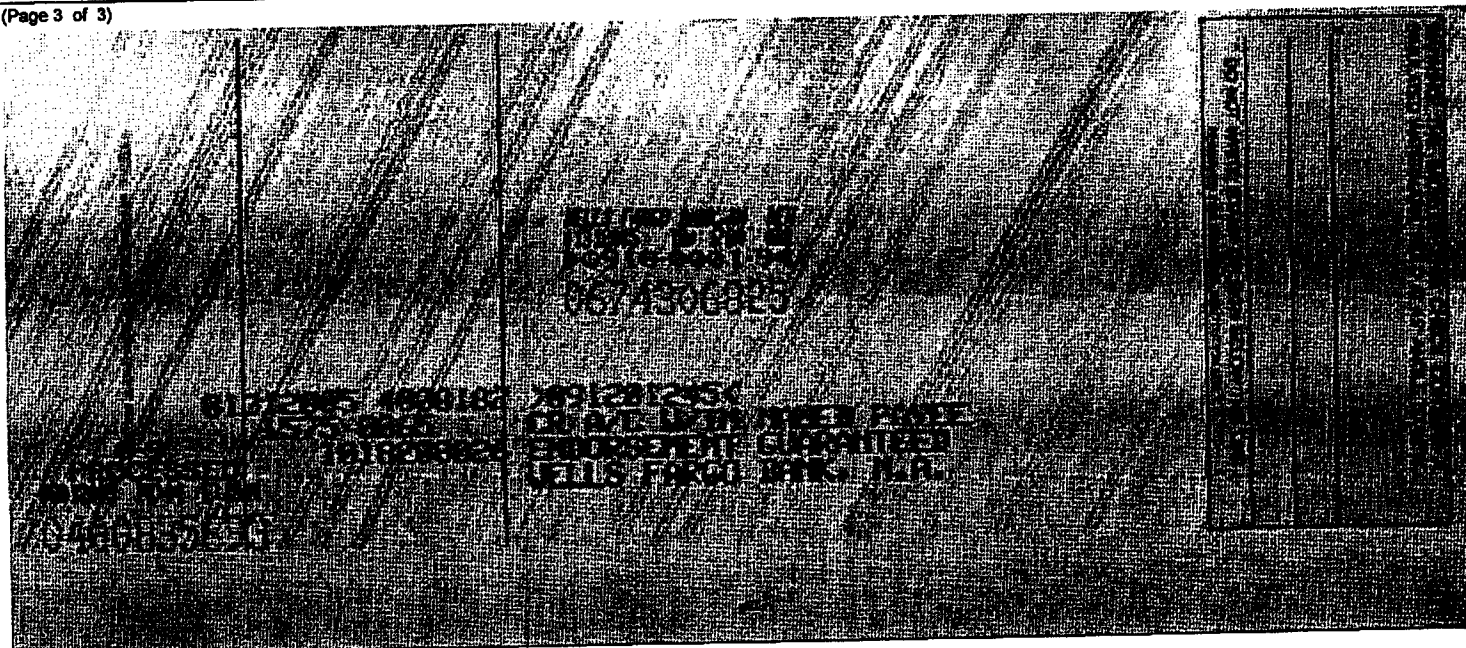


EXHIBIT B-5

(Page 1 of 3)

FNC Bank, N.A.
Jersey City, NJ

99-103 / 434

RCN Telecom Services105 Carnegie Center
Princeton, NJ 08540**CHECK NUMBER**

212187

CHECK DATE

09-FEB-05

CHECK AMOUNT

*****\$91,100.10

PAY *Ninety one thousand one hundred and 10/100 Dollars***TO
THE
ORDER
OF****LEVEL 3 COMMUNICATIONS LLC**
DEPARTMENT #182
DENVER, CO 80291-0182

AUTHORIZED SIGNATURE

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK • HOLD AT AN ANGLE TO VIEW

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ENDORSEMENT GUARANTEED
WELLS FARGO BANK, N.A.DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USEWARNING: THE BACK OF THIS CHECK CONTAINS A
SHALL NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

(Page 3 of 3)

WELLS FARGO BANK, N.A.
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CR A/C WITH POWERED PAYEE
ENDORSEMENT GUARANTEED
WELLS FARGO BANK, N.A.DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USEWARNING: THE BACK OF THIS CHECK CONTAINS A
SHALL NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

EXHIBIT C

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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

ORDER WITH RESPECT TO REORGANIZED DEBTORS' OBJECTION TO
ADMINISTRATIVE CLAIM REQUESTS OF (I) OPERATING TELEPHONE
COMPANY SUBSIDIARIES OF VERIZON COMMUNICATIONS, INC. AND
(II) LEVEL 3 COMMUNICATIONS, LLC

This matter having come upon the Court on the
Reorganized Debtors' Objection To Administrative Claim
Requests Of (I) Operating Telephone Company Subsidiaries Of
Verizon Communications, Inc. And (II) Level 3
Communications, LLC, dated March 25, 2005 (the
"Objection");¹ and upon the O'Hara Declaration; and it
appearing that notice of the Objection was good and
sufficient under the particular circumstances and that no
other or further notice need be given; and the Court having
considered (i) the Objection, (ii) the Verizon Claim, and
(iii) the Level 3 Claims and any responses thereto; and
after due deliberation thereon; and good cause appearing
therefor;

¹ All capitalized terms not defined herein have the respective meanings ascribed to them in the Objection.

THE COURT HEREBY FINDS THAT:

A. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157. Venue of the Reorganized Debtors' chapter 11 case and the Sixth Omnibus Objection in this district is proper under 28 U.S.C. §§ 1408 and 1409. This Court retains jurisdiction pursuant to the Plan and the order confirming the Plan.

B. The Verizon Claim is not a valid claim against the Reorganized Debtors.

C. The Level 3 Claims are not valid claims against the Reorganized Debtors.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Verizon Claim (claim no. 2098) is disallowed in its entirety and expunged.

2. The Level 3 Claims (claim nos. 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, and 2108) are disallowed in their entirety and expunged.

3. Bankruptcy Services, LLC, as Court-appointed claims agent for the Reorganized Debtors, is hereby directed to amend the Reorganized Debtors' claims register to reflect the terms of this Order.

4. This Court shall retain jurisdiction over the Reorganized Debtors and the holders of claims subject

to the Objection with respect to any matters relating to or arising from the Objection or the implementation of this Order.

5. Each claim and the objections by the Reorganized Debtors to each claim as addressed in the Objection constitutes a separate contested matter as contemplated by Bankruptcy Rule 9014. Any stay of this Order shall apply only to the contested matter which involves such creditor and shall not act to stay the applicability or finality of this Order with respect to any other contested matter covered hereby.

Dated: New York, New York
May ___, 2005

UNITED STATES BANKRUPTCY JUDGE