

**DEUTSCHE BANK SECURITIES INC.
DEUTSCHE BANK AG CAYMAN ISLANDS BRANCH
60 WALL STREET
NEW YORK, NY 10005**

May 24, 2004

RCN Corporation
105 Carnegie Center
Princeton, NJ 08540

Attention: Mr. John Dubel

Re Senior Secured Financing - Work Letter

Ladies and Gentlemen:

You have informed Deutsche Bank AG Cayman Islands Branch ("DBCI") and Deutsche Bank Securities Inc. ("DBSI" and, together with DBCI, "DB") that RCN Corporation (the "Company") and certain of its subsidiaries (collectively, the "Debtors-in-Possession") plan to (i) file 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 plan of reorganization of the Debtors-in-Possession under the Bankruptcy Code (the "Plan"), make all cash payments owing pursuant thereto, including those owing to existing creditors of the Debtors-in-Possession (to the extent provided in the Plan). Reference is made to the letter from DB to you dated the date hereof (together with the Term Sheets referred to therein, the "Commitment Letter") concerning the financing of the proposed Transaction described therein. Terms defined in the Commitment Letter shall have the same meaning when used in this letter (this "Work Letter").

To induce DB to assist you in the arrangement, structuring and syndication of the Senior Secured Financing, you hereby agree that all fees and expenses (including the reasonable fees and expenses of counsel and consultants) of DB and its affiliates arising in connection with this letter and in connection with the Senior Secured Financing (including in connection with our due diligence, syndication and arrangement efforts) shall be for your account (and that you shall from time to time upon request from DB reimburse it and its affiliates for all such fees and expenses or pay same directly), whether or not DB commits to provide all or any part of the Senior Secured Financing, the Senior Secured Financing is made available or documentation is executed in connection therewith. You further agree to indemnify and hold harmless DB and its 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 any such indemnified person as a result of or arising out of or in any way related to or resulting from the Senior Secured Financing and, upon demand, to pay and reimburse each indemnified person 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 any 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). Neither DB nor any other indemnified person shall be responsible or liable to you or any other person or entity for any amounts arising out of or in any way relating to or resulting from the Senior Secured Financing (including any consequential damages which may be alleged as a result of this letter or the financing contemplated hereby).

To induce DB to assist you in the arrangement, structuring and syndication of the Senior Secured Financing, you hereby further agree to pay to DB, on the date hereof, a non-refundable work fee in an amount equal to \$250,000 (the “Work Fee”). The Work Fee shall be first be applied by DB to reimburse itself for any amounts owing to it pursuant to the immediately preceding paragraph. To the extent the amount of Work Fee paid exceeds any amounts owing pursuant to the immediately preceding paragraph, such excess shall be credited toward any up-front fees otherwise payable to DB in connection with the Senior Secured Financing (or if no such fees are payable to DB, shall be retained by it for its own account). If the amounts owing to DB pursuant to the immediately preceding paragraph at any time, and for any reason, exceed the amount of the Work Fee, you shall promptly pay such excess amounts to DB upon its demand therefor.

You fully understand that this letter does not constitute a commitment on the part of, or engagement of, DB or any of its affiliates to provide, assist, arrange, place, underwrite and/or participate in the Senior Secured Financing and that neither DB nor any of its affiliates are under any obligation, as a result of your acceptance of this letter or otherwise, to provide any such commitment or engagement. Any commitment or engagement by us in respect of the Senior Secured Financing will be set forth in a separate agreement and all of the terms and conditions of the Senior Secured Financing and the corporate and capital structure of the Company and its subsidiaries shall be required to be satisfactory to DB.

DB reserves the right to employ the services of its affiliates in providing services contemplated by this Work Letter and to allocate, in whole or in part, to its affiliates certain fees payable to DB in such manner as DB and its affiliates may agree in their sole discretion. You further acknowledge that DB may share with any of its affiliates, and such affiliates may share with DB, any information (including as relating to creditworthiness) related to any proposed Transaction or you (and your subsidiaries and affiliates), or any of the matters contemplated hereby. DB agrees to treat, and cause any such affiliate to treat, all non-public information provided to it by you as confidential information in accordance with customary banking industry practices.

You agree that this Work Letter is for your confidential use only and that, unless each Agent has otherwise consented, neither its existence nor the terms hereof will be disclosed by you to any other 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 Fee Letter) 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 Work Letter to us as provided below, (i) you may make public disclosure of the existence hereof and of the identity DB, (ii) you may file a copy of this Work 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. If this Work Letter is not accepted by you as provided below, please immediately return this Work Letter (and any copies hereof) to the undersigned.


This Work Letter (and your rights and obligations hereunder) shall not be assignable by you to any person or entity without the prior written consent of DB (and any purported assignment without such consent shall be null and void). This Work Letter may not be amended or waived except by an instrument in writing signed by you and DB. This Work 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 Work Letter by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof or thereof, as the case may be. This Work Letter shall be governed by, and construed in accordance with, the laws of the State of New York. This Work 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.

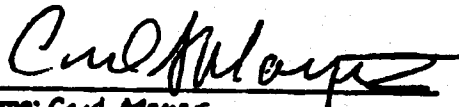
EACH OF THE PARTIES HERETO HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, ACTION, SUIT OR PROCEEDING ARISING OUT OF OR CONTEMPLATED BY THIS WORK LETTER. YOU HEREBY SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF THE FEDERAL AND NEW YORK STATE COURTS LOCATED IN THE COUNTY OF NEW YORK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

If you are in agreement with the foregoing, please sign and return to us the enclosed copy of this Work Letter no later than 5:00 p.m., New York time, on May 26, 2004. Unless this Work Letter is signed and returned by the time and date provided in the immediately preceding sentence, this Work Letter shall terminate at such time and date.

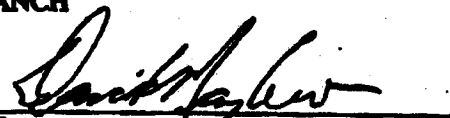
Very truly yours,

DUETSCHER BANK SECURITIES INC.

By 
Name: Catherine A. Madigan
Title: Managing Director

By 
Name: Carl Mayer
Title: Managing Director

**DUETSCHER BANK AG CAYMAN ISLANDS
BRANCH**

By 
Name: David Mayhew
Title: Director

Agreed to and Accepted this
26th day of May, 2004:

RCN CORPORATION

By 

Name: John S. Dubel
Title President & Chief Operating
Officer