WG WILTSHIRE & GRANNIS LLP

November 5, 2010

VIA FEDERAL EXPRESS

Mike Lynch, Director
Mayor's Office of Cable Communications
43 Hawkins Street
Boston, Massachusetts 02114

Re: RCN BecoCom LLC
FCC Form 394 (Boston, Masschusetts)

Dear Mr. Lynch:

RCN BecoCom LLC ("BecoCom"), an Open Video System ("OVS") operator subject to an OVS Agreement with the City of Boston (the "City"), hereby encloses an original and three (3) copies of FCC Form 394 on behalf of itself and Spectrum Equity Investors ("Spectrum"), New York Life Capital Partners ("NYLCP"), and HarbourVest Partners ("HarbourVest"). BecoCom is a wholly-owned indirect subsidiary of Yankee Cable Partners, LLC ("Yankee Cable"). Spectrum, NYLCP, and HarbourVest each seek to make a non-controlling, minority investment in Yankee Cable. Pursuant to BecoCom's OVS Agreement with the City, Yankee Cable, Spectrum, NYLCP, and HarbourVest respectfully request the consent of the City for Spectrum, NYLCP, and HarbourVest Partners to each acquire a non-controlling, minority ownership interest in Yankee Cable.

BecoCom is not seeking consent to – nor are the aforementioned parties engaging in – a transfer of control. Control of BecoCom will remain with ABRY Partners VI, L.P., which will remain the majority owner of BecoCom, as approved by the City on July 16, 2010.

Sincerely yours,

Jonathan B. Mirsky
Counsel for BecoCom and Yankee Cable

Enclosures

cc: Mayor Thomas M. Menino
William F. Sinnott, City of Boston Corporation Counsel
Thomas K. Steel, Jr. (RCN/Yankee Cable)
Todd Wells (RCN/Yankee Cable)
Matthew Brill (Spectrum, NYLCP, HarbourVest)

Approved By OMB
3060-0573

FCC 394

APPLICATION FOR FRANCHISE AUTHORITY CONSENT TO ASSIGNMENT OR TRANSFER OF CONTROL OF CABLE TELEVISION FRANCHISE

FOR FRANCHISE AUTHORITY USE ONLY

SECTION I. GENERAL INFORMATION

DATE November 5, 2010	1. Community Unit Identification Number: MAA001

2. Application for: [ ] Assignment of Franchise [X] Transfer of Control

3. Franchising Authority: City of Boston	
4. Identify community where the system/franchise that is the subject of the assignment or transfer of control is located: Boston, Massachusetts	
5. Date system was acquired or (for system's constructed by the transferor/assignor) the date on which service was provided to the first subscriber in the franchise area:	27-Jul-99
6. Proposed effective date of closing of the transaction assigning or transferring ownership of the system to transferee/assignee:	As soon as the necessary regulatory approvals are obtained, which the parties anticipate will be during fourth quarter 2010 or first quarter 2011.

7. Attach as an Exhibit a schedule of any and all additional information or material filed with this application that is identified in the franchise as required to be provided to the franchising authority when requesting its approval of the type of transaction that is the subject of this application.

Exhibit No. N/A

PART I - TRANSFEROR/ASSIGNOR

1. Indicate the name, mailing address, and telephone number of the transferor/assignor.

Legal name of Transferor/Assignor (if individual, list last name first): RCN BecoCom LLC (as Franchisee, not as transferor - see attached exhibits)			
Assumed name used for doing business (if any)			
Mailing street address or P.O. Box: 196 Van Buren Street, Suite 300			
City: Herndon	State: VA	ZIP Code: 20170	Telephone No. (include area code): (703) 434-8408

2.(a) Attach as an Exhibit a copy of the contract or agreement that provides for the assignment or transfer of control (including any exhibits or schedules thereto necessary in order to understand the terms thereof). If there is only an oral agreement, reduce the terms to writing and attach. (Confidential trade, business, pricing or marketing information, or other information not otherwise publicly available, may be redacted).

Exhibit No. I.I.2(a)

(b) Does the contract submitted in response to (a) above embody the full and complete agreement between the transferor/assignor and the transferee/assignee?

[ ] Yes [X] No

If No, explain in an Exhibit.

Exhibit No. I.I.2(b)

PART II - TRANSFEREE/ASSIGNEE

1.(a) Indicate the name, mailing address, and telephone number of the transferee/assignee.

Legal name of Transferee/Assignee (if individual, list last name first) Spectrum Equity Investors, New York Life Capital Partners, and HarbourVest Partners (as minority investors)			
Assumed name used for doing business (if any)			
Mailing street address or P.O. Box c/o ABRY Partners, LLC, 111 Huntington Avenue, 30th Floor (see attached exhibits)			
City Boston	State MA	ZIP Code 02199	Telephone No. (include area code) (617) 859-2959

(b) Indicate the name, mailing address, and telephone number of person to contact, if other than transferee/assignee.

Name of contact person (list last name first) Todd Wells			
Firm or company name (if any) Schnelz Wells, P.C.			
Mailing street address or P.O. Box 280 North Old Woodward Avenue, Suite 250			
City Birmingham	State MI	ZIP Code 48009	Telephone No. (include area code) (248) 258-7074

(c) Attach as an Exhibit the name, mailing address, and telephone number of each additional person who should be contacted, if any.

Exhibit No.
I.II.I(c)

(d) Indicate the address where the system's records will be maintained.

Street address 196 Van Buren Street, Suite 300		
City Herndon	State VA	ZIP Code 20170

2. Indicate on an attached exhibit any plans to change the current terms and conditions of service and operations of the system as a consequence of the transaction for which approval is sought.

Exhibit No.
I.II.2

SECTION II. TRANSFEREE'S/ASSIGNEE'S LEGAL QUALIFICATIONS

1. Transferee/Assignee is:

☐	Corporation	a. Jurisdiction of incorporation: b. Date of incorporation: c. For profit or not-for-profit:	d. Name and address of registered agent in jurisdiction:
☐	Limited Partnership	a. Jurisdiction in which formed: b. Date of formation:	c. Name and address of registered agent in jurisdiction:
☐	General Partnership	a. Jurisdiction whose laws govern formation:	b. Date of formation:
☐	Individual		
☒	Other. Describe in an Exhibit.		Exhibit No. II.1

2. List the transferee/assignee, and, if the transferee/assignee is not a natural person, each of its officers, directors, stockholders beneficially holding more than 5% of the outstanding voting shares, general partners, and limited partners holding an equity interest of more than 5%. Use only one column for each individual or entity. Attach additional pages if necessary. (Read carefully - the lettered items below refer to corresponding lines in the following table.)

(a) Name, residence, occupation or principal business, and principal place of business. (If other than an individual, also show name, address and citizenship of natural person authorized to vote the voting securities of the applicant that it holds.) List the applicant first, officers, next, then directors and, thereafter, remaining stockholders and/or partners.
(b) Citizenship.
(c) Relationship to the transferee/assignee (e.g., officer, director, etc.).
(d) Number of shares or nature of partnersihp interest.
(e) Number of votes.
(f) Percentage of votes.

(a) See Exhibit II.2		
(b)		
(c)		
(d)		
(e)		
(f)		

3. If the applicant is a corporation or a limited partnership, is the transferee/assignee formed under the laws of, or duly qualified to transact business in, the State or other jurisdiction in which the system operates? ☐ Yes ☒ No

If the answer is No, explain in an Exhibit. Exhibit No. II.3

4. Has the transferee/assignee had any interest in or in connection with an applicant which has been dismissed or denied by any franchise authority? ☐ Yes ☒ No

If the answer is Yes, describe circumstances in an Exhibit. Exhibit No. N/A

5. Has an adverse finding been made or an adverse final action been taken by any court or administrative body with respect to the transferee/assignee in a civil, criminal or administrative proceeding, brought under the provisions of any law or regulation related to the following: any felony; revocation, suspension or involuntary transfer of any authorization (including cable franchises) to provide video programming services; mass media related antitrust or unfair competition; fraudulent statements to another government unit; or employment discrimination? ☐ Yes ☒ No

If the answer is Yes, attach as an Exhibit a full description of the persons and matter(s) involved, including an identification of any court or administrative body and any proceeding (by dates and file numbers, if applicable), and the disposition of such proceeding. Exhibit No. N/A

6. Are there any documents, instruments, contracts or understandings relating to ownership or future ownership rights with respect to any attributable interest as described in Question 2 (including, but not limited to, non-voting stock interests, beneficial stock ownership interests, options, warrants, debentures)? ☐ Yes ☒ No

If Yes, provide particulars in an Exhibit.

7. Do documents, instruments, agreements or understandings for the pledge of stock of the transferee/assignee, as security for loans or contractual performance, provide that: (a) voting rights will remain with the applicant, even in the event of default on the obligation; (b) in the event of default, there will be either a private or public sale of the stock; and (c) prior to the exercise of any ownership rights by a purchaser at a sale described in (b), any prior consent of the FCC and/or of the franchising authority, if required pursuant to federal, state or local law or pursuant to the terms of the franchise agreement will be obtained? ☒ Yes ☐ No

If No, attach as an Exhibit a full explanation. Exhibit No. N/A

SECTION III. TRANSFEREE'S/ASSIGNEE'S FINANCIAL QUALIFICATIONS

1. The transferee/assignee certifies that it has sufficient net liquid assets on hand or available from committed resources to consummate the transaction and operate the facilities for three months. ☒ Yes ☐ No

2. Attach as an Exhibit the most recent financial statements, prepared in accordance with generally accepted accounting principals, including a balance sheet and income statement for at least one full year, for the transferee/assignee or parent entity that has been prepared in the ordinary course of business, if any such financial statements are routinely prepared. Such statements, if not otherwise publicly available, may be marked CONFIDENTIAL and will be maintained as confidential by the franchise authority and its agents to the extent permissible under local law. Exhibit No. N/A III.2

SECTION IV. TRANSFEREE'S/ASSIGNEE'S TECHNICAL QUALIFICATIONS

Set forth in an Exhibit a narrative account of the transferee's/assignee's technical qualifications, experience and expertise regarding cable television systems, including, but not limited to, summary information about appropriate management personnel that will be involved in the system's management and operations. The transferee/assignee may, but need not, list a representative sample of cable systems currently or formerly owned or operated. Exhibit No. IV

SECTION V - CERTIFICATIONS

Part I - Transferor/Assignor

All the statements made in the application and attached exhibits are considered material representations, and all the Exhibits are a material part hereof and are incorporated herein as if set out in full in the application.

I CERTIFY that the statements in this application are true, complete and correct to the best of my knowledge and belief and are made in good faith.	Signature
WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT. U.S. CODE, TITLE 18, SECTION 1001.	Date 11/05/10 Print full name Rob MacInnis

Check appropriate classification:

- [ ] Individual
- [ ] General Partner
- [ ] Corporate Officer (Indicate Title)
- [X] Other. Explain: Member, Board of Managers of Yankee Cable Partners, LLC

Part II - Transferee/Assignee

All the statements made in the application and attached Exhibits are considered material representations, and all the Exhibits are a material part hereof and are incorporated herein as if set out in full in the application.

The transferee/assignee certifies that he/she:

(a) Has a current copy of the FCC's Rules governing cable television systems.

(b) Has a current copy of the franchise that is the subject of this application, and of any applicable state laws or local ordinances and related regulations.

(c) Will use its best efforts to comply with the terms of the franchise and applicable state laws or local ordinances and related regulations, and to effect changes, as promptly as practicable, in the operation system, if any changes are necessary to cure any violations thereof or defaults thereunder presently in effect or ongoing.

I CERTIFY that the statements in this application are true, complete and correct to the best of my knowledge and belief and are made in good faith.	Signature
WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT. U.S. CODE, TITLE 18, SECTION 1001.	Date Print full name

Check appropriate classification:

- [ ] Individual
- [ ] General Partner
- [ ] Corporate Officer (Indicate Title)
- [ ] Other. Explain:

SECTION V - CERTIFICATIONS

Part I - Transferor/Assignor

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WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT. U.S. CODE, TITLE 18, SECTION 1001.	Date Print full name: Rob MacInnis
Check appropriate classification: ☐ Individual ☐ General Partner ☐ Corporate Officer (Indicate Title) ☒ Other. Explain: Member, Board of Managers of Yankee Cable Partners, LLC	

Part II - Transferee/Assignee

All the statements made in the application and attached Exhibits are considered material representations, and all the Exhibits are a material part hereof and are incorporated herein as if set out in full in the application.

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(a) Has a current copy of the FCC's Rules governing cable television systems.

(b) Has a current copy of the franchise that is the subject of this application, and of any applicable state laws or local ordinances and related regulations.

(c) Will use its best efforts to comply with the terms of the franchise and applicable state laws or local ordinances and related regulations, and to effect changes, as promptly as practicable, in the operation system, if any changes are necessary to cure any violations thereof or defaults thereunder presently in effect or ongoing.

I CERTIFY that the statements in this application are true, complete and correct to the best of my knowledge and belief and are made in good faith.	Signature: James M Barker V
WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT. U.S. CODE, TITLE 18, SECTION 1001.	Date: 11/05/10 Print full name: James M. Barker V
Check appropriate classification: ☐ Individual ☐ General Partner ☐ Corporate Officer (Indicate Title) ☒ Other. Explain: Executive Vice President, NYLCAP Manager LLC	

SECTION V - CERTIFICATIONS

Part I - Transferor/Assignor

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I CERTIFY that the statements in this application are true, complete and correct to the best of my knowledge and belief and are made in good faith.	Signature
WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT. U.S. CODE, TITLE 18, SECTION 1001.	Date Print full name: Rob MacInnis

Check appropriate classification:

- [ ] Individual
- [ ] General Partner
- [ ] Corporate Officer (Indicate Title)
- [X] Other. Explain: Member, Board of Managers of Yankee Cable Partners, LLC

Part II - Transferee/Assignee

All the statements made in the application and attached Exhibits are considered material representations, and all the Exhibits are a material part hereof and are incorporated herein as if set out in full in the application.

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(a) Has a current copy of the FCC's Rules governing cable television systems.

(b) Has a current copy of the franchise that is the subject of this application, and of any applicable state laws or local ordinances and related regulations.

(c) Will use its best efforts to comply with the terms of the franchise and applicable state laws or local ordinances and related regulations, and to effect changes, as promptly as practicable, in the operation system, if any changes are necessary to cure any violations thereof or defaults thereunder presently in effect or ongoing.

I CERTIFY that the statements in this application are true, complete and correct to the best of my knowledge and belief and are made in good faith.	Signature
WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT. U.S. CODE, TITLE 18, SECTION 1001.	Date: 11/06/10 Print full name: William P. Collatos

Check appropriate classification:

- [ ] Individual
- [ ] General Partner
- [ ] Corporate Officer (Indicate Title)
- [X] Other. Explain: Senior Managing Director, SEA V Management LLC

SECTION V - CERTIFICATIONS

Part I - Transferor/Assignor

All the statements made in the application and attached exhibits are considered material representations, and all the Exhibits are a material part hereof and are incorporated herein as if set out in full in the application.

October __, 2010 complete and correct to the best of my knowledge and belief and are made in good faith.	Signature
WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT. U.S. CODE, TITLE 18, SECTION 1001.	Date Print full name Rob MacInnis
Check appropriate classification: ☐ Individual ☐ General Partner ☐ Corporate Officer (Indicate Title) ☒ Other. Explain: Member, Board of Managers of Yankee Cable Partners, LLC	

Part II - Transferee/Assignee

All the statements made in the application and attached Exhibits are considered material representations, and all the Exhibits are a material part hereof and are incorporated herein as if set out in full in the application.

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(a) Has a current copy of the FCC's Rules governing cable television systems.

(b) Has a current copy of the franchise that is the subject of this application, and of any applicable state laws or local ordinances and related regulations.

(c) Will use its best efforts to comply with the terms of the franchise and applicable state laws or local ordinances and related regulations, and to effect changes, as promptly as practicable, in the operation system, if any changes are necessary to cure any violations thereof or defaults thereunder presently in effect or ongoing.

I CERTIFY that the statements in this application are true, complete and correct to the best of my knowledge and belief and are made in good faith.	Signature
WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT. U.S. CODE, TITLE 18, SECTION 1001.	Date 11/05/10 Print full name Robert M. Wadsworth
Check appropriate classification: ☐ Individual ☐ General Partner ☐ Corporate Officer (Indicate Title) ☒ Other. Explain: Managing Member, HarbourVest Partners, LLC	

EXHIBIT I.I.2(a) (Section I, Part I, Item 2(a))
Agreement to Transfer Interests

Attached hereto as Attachment A is a copy of the Spectrum Equity Investors ("Spectrum") Warrant Purchase Agreement dated August 26, 2010; attached hereto as Attachment B is a copy of the New York Life Capital Partners ("NYLCP") and HarbourVest Partners ("HarbourVest") Warrant Purchase Agreement dated August 26, 2010 (collectively, the "Warrant Purchase Agreements").

On July 16, 2010, the City of Boston (the "City") approved a merger of RCN BecoCom Inc. with and into RCN BecoCom LLC ("BecoCom" or "OVS Operator"), and a transfer of control of BecoCom to Yankee Cable Acquisition, LLC. Yankee Cable Acquisition, LLC is a wholly-owned indirect subsidiary of Yankee Cable Partners, LLC ("Yankee Cable").

Yankee Cable has issued warrants to Spectrum, NYLCP, and HarbourVest (collectively, the "Warrantholders") to purchase Yankee Cable equity interests pursuant to the Warrant Purchase Agreements. The Warrantholders now desire to exercise their warrants (the "Transaction"). Funds controlled by Spectrum propose to acquire 19.7 percent of Yankee Cable; funds controlled by NYLCP propose to acquire 6.6 percent of Yankee Cable; and funds controlled by HarbourVest propose to acquire 5.4 percent of Yankee Cable. Because Section 2.4 of the OVS Agreement requires prior written consent of the City whenever the OVS Agreement or control thereof is "transferred, assigned, or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of twenty five percent (25%) of the ownership or control of RCN," BecoCom and the Warrantholders (collectively, the "Applicants") are seeking the City's consent to allow the Warrantholders to make minority investments in Yankee Cable.[1]

Accordingly, pursuant to Section 2.4 of the OVS Agreement, the Applicants respectfully request the consent of the City for the minority investments of the Warrantholders in Yankee Cable, the indirect parent of BecoCom, as contemplated in the Warrant Purchase Agreements. For the City's convenience, illustrative pre- and post-Transaction organization charts are provided as Attachment C hereto.

Immediately following the Transaction, BecoCom will continue to provide service to existing customers at the same rates, terms and conditions as currently provided. In addition, as set forth in Exhibit IV hereto, BecoCom will continue to be operated by highly experienced, well-qualified management, operational and technical personnel.

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[1] The most plausible reading of the OVS Agreement is that the City's consent is required only when a person or entity or its affiliates proposes to acquire twenty-five percent or more of the direct or indirect ownership of BecoCom, rather than when twenty-five percent or more of the direct or indirect ownership of BecoCom is sold to unaffiliated persons or entities. Spectrum, NYLCP, and HarbourVest are not affiliated with each other. Accordingly, BecoCom believes that the City's consent is not required for the proposed purchase of 19.7% of Yankee Cable by Spectrum, 6.6% of Yankee Cable by NYLCP, and 5.4% of Yankee Cable by HarbourVest, because no affiliated investors are acquiring twenty-five percent or more of the direct or indirect ownership of BecoCom. Nonetheless, out of an abundance of caution, BecoCom is seeking consent to these investments.

EXHIBIT I.I.2(b) (Section I, Part I, Item 2(b))
Warrant Purchase Agreements

Certain information in the schedules to the Warrant Purchase Agreements has been redacted to preserve privacy and confidentiality. In accordance with the decision of the Federal Communications Commission in *LUJ, Inc. and Long Nine, Inc.*, Memorandum Opinion and Order, 17 FCC Rcd. 16980 (2002), Section I, Part I, Question 2(b) of this application has been answered "No." The redacted schedules contain proprietary information which Applicants believe is not germane to the City's consideration of the qualifications of the parties to this application. Nevertheless, the omitted information will be provided to the City upon request and as applicable pursuant to appropriate confidentiality protection.

EXHIBIT I.II.1(c) (Section I, Part II, Item 1(c))
Additional Contacts

For Yankee Cable Partners, LLC

John T. Nakahata
Counsel for Yankee Cable Partners, LLC
Wiltshire & Grannis LLP
1200 18th Street, N.W., Suite 1200
(202) 730-1320
jnakahata@wiltshiregrannis.com

Jonathan B. Mirsky
Counsel for Yankee Cable Partners, LLC
Wiltshire & Grannis LLP
1200 18th Street, N.W., Suite 1200
(202) 730-1310
jmirsky@wiltshiregrannis.com

For Spectrum Equity Investors, New York Life Capital Partners, and HarbourVest Partners

Matthew A. Brill
Counsel for Spectrum Equity Investors, New York Life Capital Partners, and HarbourVest Partners
Latham & Watkins LLP
555 11th Street, NW, Suite 1000
Washington, DC 20004-1304
Tel: (202) 637-1095
Email: matthew.brill@lw.com

EXHIBIT I.II.2 (Section I, Part II, Item 2)
Changes to Current Terms of Service and Operations

The Warrantholders do not seek any changes to the terms or conditions of services and operations of the system (as set forth in the current OVS Agreement) as a consequence of the Transaction.

EXHIBIT II.1 (Section II, Item 1)
Forms of Business Organization

BecoCom provides the following information regarding its business organization for the City's convenience, because it is seeking the City's consent to minority investments in Yankee Cable Partners, LLC rather than a transfer of control:

a. RCN BecoCom LLC ("BecoCom")
   i. BecoCom's jurisdiction of formation is Delaware.
   ii. BecoCom was formed on March 9, 2010.
   iii. BecoCom is a for-profit entity.
   iv. BecoCom's registered agent in Delaware is:

      The Corporation Trust Company
      Corporation Trust Center
      1209 Orange Street
      Wilmington, Delaware 19801

Spectrum Equity Investors will be investing through the following two limited partnerships:

a. SEI V RCN Cable AIV, L.P. ("SEI V")
   i. SEI V's jurisdiction of formation is Delaware.
   ii. SEI V was formed on August 20, 2010.
   iii. SEI V is a for-profit entity.
   iv. SEI V's registered agent in Delaware is:

      The Corporation Trust Company
      Corporation Trust Center
      1209 Orange Street
      Wilmington, Delaware 19801

b. Spectrum V Investment Managers' Fund, L.P. ("Spectrum V")
   i. Spectrum V's jurisdiction of formation is Delaware.
   ii. Spectrum V was formed on January 6, 2006.
   iii. Spectrum V is a for-profit entity.
   iv. Spectrum V's registered agent in Delaware is:

      The Corporation Trust Company
      Corporation Trust Center

1209 Orange Street

Wilmington, Delaware 19801

HarbourVest Partners will be investing through the following three limited partnerships:

a. HarbourVest Partners VIII-Buyout Fund L.P. ("HarbourVest Buyout")

   i. HarbourVest Buyout's jurisdiction of formation is Delaware.

   ii. HarbourVest Buyout was formed on May 24, 2006.

   iii. HarbourVest Buyout is a for-profit entity.

   iv. HarbourVest Buyout's registered agent in Delaware is

   The Corporation Trust Company

   Corporation Trust Center

   1209 Orange Street

   Wilmington, Delaware 19801

b. HarbourVest Partners VIII-Mezzanine and Distressed Debt Fund L.P. ("HarbourVest Mezzanine")

   i. HarbourVest Mezzanine's jurisdiction of formation is Delaware.

   ii. HarbourVest Mezzanine was formed on May 24, 2006.

   iii. HarbourVest Mezzanine is a for-profit entity.

   iv. HarbourVest Mezzanine's registered agent in Delaware is:

   The Corporation Trust Company

   Corporation Trust Center

   1209 Orange Street

   Wilmington, Delaware 19801

c. HarbourVest Partners 2007 Direct Fund L.P. ("HarbourVest Direct")

   i. HarbourVest Direct's jurisdiction of formation is Delaware.

   ii. HarbourVest Direct was formed on April 18, 2007.

   iii. HarbourVest Direct is a for-profit entity.

   iv. HarbourVest Direct's registered agent in Delaware is:

   The Corporation Trust Company

   Corporation Trust Center

   1209 Orange Street

Wilmington, Delaware 19801

New York Life Capital Partners will be investing through the following six limited partners:

a. New York Life Investment Management Mezzanine Partners II, LP ("NYLIM II")
   i. NYLIM II's jurisdiction of formation is Delaware.
   ii. NYLIM II was formed on April 13, 2006.
   iii. NYLIM II is a for-profit entity.
   iv. NYLIM II's registered agent in Delaware is:

      The Corporation Trust Company
      Corporation Trust Center
      1209 Orange Street
      Wilmington, Delaware 19801

b. NYLIM Mezzanine Partners II Parallel Fund, LP ("NYLIM II Parallel")
   i. NYLIM II Parallel's jurisdiction of formation is Delaware.
   ii. NYLIM II Parallel was formed on October 3, 2006.
   iii. NYLIM II Parallel is a for-profit entity.
   iv. NYLIM II Parallel's registered agent in Delaware is:

      The Corporation Trust Company
      Corporation Trust Center
      1209 Orange Street
      Wilmington, Delaware 19801

c. New York Life Capital Partners IV, L.P. ("NYLCP IV")
   i. NYLCP IV's jurisdiction of formation is Delaware.
   ii. NYLCP IV was formed on November 14, 2007.
   iii. NYLCP IV is a for-profit entity.
   iv. NYLCP IV's registered agent in Delaware is:

      The Corporation Trust Company
      Corporation Trust Center
      1209 Orange Street
      Wilmington, Delaware 19801

d. New York Life Capital Partners IV-A, L.P. ("NYLCP IV-A")

i. NYLCP IV-A's jurisdiction of formation is Delaware.

ii. NYLCP IV-A was formed on November 14, 2007.

iii. NYLCP IV-A is a for-profit entity.

iv. NYLCP IV-A's registered agent in Delaware is:

The Corporation Trust Company
Corporation Trust Center
1209 Orange Street
Wilmington, Delaware 19801

e. NYLCAP 2010 Co-Invest ECI Blocker A L.P. ("NYLCAP 2010")

i. NYLCAP 2010's jurisdiction of formation is Delaware.

ii. NYLCAP 2010 was formed on August 11, 2010.

iii. NYLCAP 2010 is a for-profit entity.

iv. NYLCAP 2010's registered agent in Delaware is:

The Corporation Trust Company
Corporation Trust Center
1209 Orange Street
Wilmington, Delaware 19801

f. NYLCAP Select Manager Fund, L.P. ("NYLCAP Select")

i. NYLCAP Select's jurisdiction of formation is Delaware.

ii. NYLCAP Select was formed on May 18, 2007.

iii. NYLCAP Select is a for-profit entity.

iv. NYLCAP's registered agent in Delaware is:

The Corporation Trust Company
Corporation Trust Center
1209 Orange Street
Wilmington, Delaware 19801

EXHIBIT II.2 (Section II, Item 2)
Information Concerning the Applicants

The Applicants are providing information on attributable interest holders of the OVS operator and Warrantholders as such term is defined in Note 2 to Section 76.501 of the rules of the Federal Communications Commission, 47 C.F.R. § 76.501 n.2, addressing what constitutes an attributable interest holder in a cable system.

BecoCom

RCN BecoCom LLC ("BecoCom") is a Delaware limited liability company. The sole owner of BecoCom is RCN Telecom Services, LLC ("RCN LLC"), a Delaware limited liability company. RCN LLC's sole owner is Yankee Cable Acquisition, LLC, a Delaware limited liability company.

Yankee Cable Acquisition, LLC is wholly-owned by Yankee Cable Parent, LLC, a Delaware limited liability company. Yankee Cable Parent, LLC is wholly-owned by Yankee Cable Partners, LLC, a Delaware limited liability company. In the Transaction, Spectrum, HarbourVest, and NYLCP seek to exercise their warrants to acquire membership units in Yankee Cable Partners, LLC.

Each of RCN LLC; Yankee Cable Acquisition, LLC; Yankee Cable Parent, LLC; and Yankee Cable Partners, LLC is managed by a board of managers consisting of Jay Grossman, Blake Battaglia, James Holanda, Rob MacInnis, and Steven Simmons. Each of RCN LLC; Yankee Cable Acquisition, LLC; Yankee Cable Parent, LLC; and Yankee Cable Partners, LLC has the following officers:

James Holanda, President, Chief Executive Officer & Chief Operating Officer
Steven J. Simmons, Chairman
John M. Flanagan, Chief Financial Officer
John Gdovin, Senior Vice President – Administration & Secretary
Patrick Murphy, Senior Vice President – Engineering
Rob Roeder, Senior Vice President – Network Services

Messrs. Grossman, Battaglia, Flanagan, Gdovin, Holanda, MacInnis, Murphy, Roeder, and Simmons are each citizens of the United States.

Yankee Cable Partners, LLC is and will continue to be following consummation of the Transaction majority owned by ABRY Partners VI, L.P., a Delaware limited partnership, which currently holds 100 percent of the voting interests in Yankee Cable Partners, LLC. The sole general partner of ABRY Partners VI, L.P. is ABRY VI Capital Partners, L.P., a Delaware limited partnership. The sole general partner of ABRY VI Capital Partners, L.P. is ABRY VI Capital Investors, LLC, a Delaware limited liability company. The sole member of ABRY VI Capital Investors, LLC is Royce Yudkoff, a citizen of the United States.

The principal place of business for Messrs. Grossman, Battaglia, and MacInnis; Yankee Cable Acquisition, LLC; Yankee Cable Parent, LLC; Yankee Cable Partners, LLC; ABRY Partners VI, L.P.; ABRY VI Capital Partners, L.P.; and ABRY VI Capital Investors, LLC is c/o ABRY Partners, LLC, 111 Huntington Avenue, 30th Floor, Boston, Massachusetts 02199. The principal place of business for BecoCom and RCN LLC is 196 Van Buren Street, Suite 300, Herndon, Virginia 20170. The principal place of business for Messrs. Flanagan, Gdovin, Holanda, Murphy, Roeder, and Simmons is c/o RCN Telecom Services, LLC, 196 Van Buren Street, Suite 300, Herndon, Virginia 20170.

The foregoing information regarding BecoCom is repeated in table format at Attachment D.

Spectrum

Spectrum will be investing through SEI V RCN Cable AIV, L.P., a Delaware limited partnership, and Spectrum V Investment Managers' Fund, L.P., a Delaware limited partnership.

The sole general partner of SEI V RCN Cable AIV, L.P. is Spectrum Equity Associates V, L.P., a Delaware limited partnership; the sole general partner of Spectrum Equity Associates V, L.P. is SEA V Management LLC, a Delaware limited liability company.

The sole general partner of Spectrum V Investment Managers' Fund, L.P. is SEA V Management LLC.

The board of managers for SEA V Management LLC is comprised of the following managers:

Brion B. Applegate
William P. Collatos
Kevin P. Maroni
Victor E. Parker
Michael J. Kennealy
Randy J. Henderson
Christopher T. Mitchell

Messrs. Applegate, Collatos, Maroni, Parker, Kennealy, Henderson, and Mitchell are each citizens of the United States.

The principal place of business for SEI V RCN Cable AIV, L.P.; Spectrum V Investment Managers' Fund, L.P.; Spectrum Equity Associates V, L.P.; and SEA V Management LLC is 333 Middlefield Road, Suite 200, Menlo Park, California 94025. The principal place of business for Messrs. Applegate, Parker, and Henderson, is c/o SEA V Management LLC, 333 Middlefield Road, Suite 200, Menlo Park, California 94025. The principal place of business for Messrs. Collatos, Maroni, Kennealy, and Mitchell is One International Place, 29th Floor, Boston, Massachusetts 02110.

The foregoing information regarding Spectrum is repeated in table format at Attachment E.

HarbourVest

HarbourVest will be investing through HarbourVest Partners VIII-Buyout Fund L.P., a Delaware limited partnership; HarbourVest Partners VIII-Mezzanine and Distressed Debt Fund L.P., a Delaware limited partnership; and HarbourVest Partners 2007 Direct Fund L.P., a Delaware limited partnership.

The sole general partner of HarbourVest Partners VIII-Buyout Fund L.P. is HarbourVest VIII-Buyout Associates L.P., a Delaware limited partnership; the sole general partner of HarbourVest VIII-Buyout Associates L.P. is HarbourVest VIII-Buyout Associates LLC, a Delaware limited liability company.

The sole general partner of HarbourVest Partners VIII-Mezzanine and Distressed Debt Fund L.P. is HarbourVest VIII-Mezzanine Associates L.P., a Delaware limited partnership; the sole general partner of HarbourVest VIII-Mezzanine Associates L.P. is HarbourVest VIII-Mezzanine Associates LLC, a Delaware limited liability company.

The sole general partner of HarbourVest Partners 2007 Direct Fund L.P. is HarbourVest 2007 Direct Associates L.P., a Delaware limited partnership; the sole general partner of HarbourVest 2007 Direct Associates L.P. is HarbourVest 2007 Direct Associates LLC, a Delaware limited liability company.

The managing member of each of HarbourVest VIII-Buyout Associates LLC, HarbourVest VIII-Mezzanine Associates LLC, and HarbourVest 2007 Direct Associates LLC is HarbourVest Partners, LLC, a Delaware limited liability company. The managing members of HarbourVest Partners, LLC are as follows:

George R. Anson
John M. Begg
Philip M. Bilden
William A. Johnston
Ofer Nemirovsky
Martha D. Vorlicek
Robert M. Wadsworth
D. Brooks Zug

Messrs. Begg, Bilden, Nemirovsky, Wadsworth, and Zug, and Ms. Vorlicek are each citizens of the United States. Messrs. Anson and Johnston are each citizens of Canada.

The principal place of business for HarbourVest Partners, LLC is One Financial Center, 44th Floor, Boston, Massachusetts 02111. The principal place of business for HarbourVest

Partners VIII-Buyout Fund L.P., HarbourVest VIII-Buyout Associates L.P., HarbourVest VIII-Buyout Associates LLC, HarbourVest Partners VIII-Mezzanine and Distressed Debt Fund L.P., HarbourVest VIII-Mezzanine Associates L.P., HarbourVest VIII-Mezzanine Associates LLC, HarbourVest Partners 2007 Direct Fund L.P., HarbourVest 2007 Direct Associates L.P., HarbourVest 2007 Direct Associates LLC, Messrs. Begg, Johnston, Nemirovsky, Wadsworth, and Zug, and Ms. Vorlicek is c/o HarbourVest Partners LLC, One Financial Center, 44th Floor, Boston, Massachusetts 02111. The principal place of business for Mr. Bilden is c/o HarbourVest Partners (Asia) Limited, Citibank Tower Suite 1207, 3 Garden Road, Central, Hong Kong. The principal place of business for Mr. Anson is c/o HarbourVest Partners (U.K.) Limited, Berkeley Square House, 8th Floor, Berkeley Square, London W1J 6DB.

The foregoing information regarding HarbourVest is repeated in table format at Attachment F.

NYLCP

NYLCP will be investing through the following six Delaware limited partnerships: New York Life Investment Management Mezzanine Partners II, LP; NYLIM Mezzanine Partners II Parallel Fund, LP, New York Life Capital Partners IV, L.P.; New York Life Capital Partners IV-A, L.P.; NYLCAP 2010 Co-Invest ECI Blocker A L.P.; and NYLCAP Select Manager Fund, L.P.

The sole general partner of New York Life Investment Management Mezzanine Partners II, LP and NYLIM Mezzanine Partners II Parallel Fund, LP is NYLIM Mezzanine Partners II GenPar, LP, a Delaware limited partnership; the sole general partner of NYLIM Mezzanine Partners II GenPar, LP is NYLIM Mezzanine Partners II GenPar GP, LLC, a Delaware limited liability company.

The sole general partner of New York Life Capital Partners IV, L.P. and New York Life Capital Partners IV-A, L.P. is New York Life Capital Partners IV GenPar, L.P., a Delaware limited partnership; the sole general partner of New York Life Capital Partners IV GenPar, L.P. is New York Life Capital Partners IV GenPar GP, LLC, a Delaware limited liability company.

The sole general partner of NYLCAP 2010 Co-Invest ECI Blocker A L.P. is NYLCAP Co-Invest GenPar, L.P., a Delaware limited partnership; the sole general partner of NYLCAP Co-Invest GenPar, L.P. is NYLCAP 2010 Co-Invest GenPar GP, LLC, a Delaware limited liability company.

The sole general partner of NYLCAP Select Manager Fund, L.P. is NYLCAP Select Manager GenPar, L.P., a Delaware limited partnership; the sole general partner of NYLCAP Select Manager GenPar, L.P. is NYLCAP Select Manager GenPar GP, LLC, a Delaware limited liability company.

The sole owner of NYLIM Mezzanine Partners II GenPar GP, LLC; New York Life Capital Partners IV GenPar GP, LLC; NYLCAP 2010 Co-Invest GenPar GP, LLC; and NYLCAP Select Manager GenPar GP, LLC is NYLCAP Manager LLC, a Delaware limited liability company.

NYLCAP Manager LLC has the following officers:

Thomas Haubenstricker, Chief Executive Officer
John Schumacher, Chairman
Steven Benevento, Executive Vice President
Robert Barrack, Chief Operating Officer
James Barker, Executive Vice President
Amanda Parness, Executive Vice President
Susan Ruskin, Executive Vice President

The board of managers for NYLCAP Manager LLC is comprised of the following managers:

John Y. Kim
Steven Benevento
John A. Cullen
Thomas M. Haubenstricker
Frank J. Ollari
John E. Schumacher
Gary E. Wendlandt
John Siciliano

The sole owner of NYLCAP Manager LLC is New York Life Investment Management Holdings LLC, a Delaware limited liability company. New York Life Investment Management Holdings LLC has the following officers:

Gary E. Wendlandt, Chairman
John Y. Kim, President and Chief Executive Officer
Frank J. Ollari, Executive Vice President
Sara L. Badler, Senior Managing Director and Chief Legal and Compliance Officer
Allan Dowiak, Senior Managing Director and Head of Human Resources
Anthony R. Malloy, Senior Managing Director
George S. Shively, Senior Managing Director, General Counsel and Secretary
John C. Siciliano, Senior Managing Director and Head of Investment Boutiques
Julia A. Warren, Senior Managing Director and Chief Risk Officer
Daniel A. Andriola, Managing Director and Interim Chief Financial Officer
Albert W. Leier, Treasurer

The board of managers for New York Life Investment Management Holdings LLC is comprised of the following managers:

Gary E. Wendlandt
John Y. Kim
Theodore A. Mathas
John C. Siciliano
Michael E. Sproule

The sole owner of New York Life Investment Management Holdings LLC is New York Life Insurance Company, a Delaware corporation. New York Life Insurance Company has the following officers:

Theodore A. Mathas, Chairman, President & Chief Executive Officer
Gary E. Wendlandt, Vice Chairman of the Board & Chief Investment Officer
Christopher O. Blunt, Executive Vice President
Frank M. Boccio, Executive Vice President & Chief Administrative Officer
Sheila K. Davidson, Executive Vice President, Chief Legal Officer & General Counsel
John Y. Kim, Executive Vice President
Richard L. Mucci, Executive Vice President
Mark W. Pfaff, Executive Vice President
Michael E. Sproule, Executive Vice President & Chief Financial Officer

The board of directors of New York Life Insurance Company is comprised of the following directors:

Betty C. Alewine
Robert M. Baylis
Ralph de la Vega
Mark L. Feidler
Kent B. Foster
Christina A. Gold
Conrad K. Harper
Theodore A. Mathas
S. Thomas Moser
Joseph W. Prueher
Thomas C. Schievelbein
William G. Walter
Gary E. Wendlandt

Each officer, manager, and/or director of NYLCAP Manager LLC, New York Life Investment Management Holdings LLC, and New York Life Insurance Company is a citizen of the United States, except for Christina A. Gold who is a citizen of Canada. The principal place of business for New York Life Investment Management Mezzanine Partners II, LP; NYLIM Mezzanine Partners II Parallel Fund, LP, New York Life Capital Partners IV, LP; New York Life Capital Partners IV-A, L.P.; NYLCAP 2010 Co-Invest ECI Blocker A, L.P.; NYLCAP Select Manager Fund, L.P.; NYLIM Mezzanine Partners II GenPar, LP; NYLIM Mezzanine Partners II GenPar GP, LLC; New York Life Capital Partners IV GenPar, L.P.; New York Life Capital Partners IV GenPar GP, LLC; NYLCAP 2010 Co-Invest GenPar, L.P.; NYLCAP 2010 Co-

Invest GenPar GP, LLC; NYLCAP Select Manager GenPar, L.P.; NYLCAP Select Manager GenPar GP, LLC; NYLCAP Manager LLC; New York Life Investment Management Holdings LLC; and New York Life Insurance Company is 51 Madison Avenue, New York, New York 10010. The principal place of business for each officer and/or manager of NYLCAP Manager LLC is c/o NYLCAP Manager LLC, 51 Madison Avenue, New York, New York 10010. The principal place of business for each officer and/or manager of New York Life Investment Management Holdings LLC is c/o New York Life Investment Management Holdings LLC, 51 Madison Avenue, New York, New York 10010. The principal place of business for each officer and/or director of New York Life Insurance Company is c/o New York Life Insurance Company, 51 Madison Avenue, New York, New York 10010.

The foregoing information regarding NYLCP is repeated in table format at Attachment G.

EXHIBIT II.3 (Section II, Item 3)
Qualification to Transact Business in State Where Systems Operate

None of the Warrantholders are corporations or limited partnerships formed under the laws of, or duly authorized to transact business in, the Commonwealth of Massachusetts. BecoCom, however, registered to do business in the Commonwealth of Massachusetts on March 11, 2010, and remains duly authorized to transact business in the Commonwealth of Massachusetts.

EXHIBIT III.2 (Section III, Item 2)
Financial Qualifications

ABRY Partners VI, L.P. will remain the majority owner in control of Yankee Cable and, in turn, BecoCom. The 2009 financial statements of ABRY Partners VI, L.P. were previously provided to the City in its filing dated March 18, 2010, and the Applicants respectfully refer the City to the information provided on that date.

EXHIBIT IV (Section IV)
Warrantholders' Technical Qualifications

Following consummation of the Transaction, BecoCom will continue to provide high-quality communications services to its customers pursuant to the terms of the current OVS Agreement and without interruption and without change in rates, terms or conditions. BecoCom and the Warrantholders (collectively, the "Applicants") emphasize that the Transaction will be seamless and in no event will it result in the discontinuance, reduction, loss, or impairment of service to customers.

In addition, BecoCom will continue to be run by highly experienced, well-qualified personnel. Current management, technical and operational personnel of the City of Boston system will not change as a result of the Transaction, thereby assuring continuity of existing operations. As such, the proposed transaction will not have a detrimental effect on, or result in a material change in, the services provided to existing customers of BecoCom.

Spectrum is a private equity fund which primarily makes privately negotiated equity investments in the media, telecommunications, entertainment, and information industries. Spectrum has an equity interest in Choice Cable TV, which provides cable services in Puerto Rico, and in Patriot Media & Communications CNJ, L.L.C., which successfully provided cable services in New Jersey.

HarbourVest makes private investments in venture capital, buyout, mezzanine, distressed debt, and diversified private equity assets. Through its partnership, secondary, and direct investments, HarbourVest has gained considerable experience in the media, telecommunications, entertainment, and information industries.

NYLCP manages a variety of private equity, mezzanine, and limited partnership investments. Central to NYLCP's investment strategy are long-term relationships with top performing fund sponsors. NYLCP, together with its predecessor organizations, began investing in private equity partnerships in 1984 and has been an active, direct private equity investor since 1991. During that time, NYLCP has made a number of communications and service industry investments.

The Warrantholders are therefore experienced investors in cable and related industries who will further diversify the portfolio of investors in Yankee Cable, thereby strengthening Yankee Cable's business and enabling it – and, in turn, BecoCom – to continue to provide and expand service offerings to its customers in the City of Boston. Moreover, ABRY Partners VI, L.P., which has already demonstrated its substantial technical qualifications in its March 18, 2010 filing with the City, will remain the majority owner in control of Yankee Cable, and therefore BecoCom.

Attachment A

Spectrum Equity Investors Warrant Purchase Agreement

WARRANT PURCHASE AGREEMENT
(Spectrum)

This WARRANT PURCHASE AGREEMENT (this "Agreement") is entered into as of August 26, 2010 by and among Yankee Cable Partners, LLC, a Delaware limited liability company (the "Company"), and the Persons listed on Schedule A attached hereto (collectively, the "Investors"). Capitalized terms used and not otherwise defined herein shall have the meanings given to those terms in Section 5 below.

Each Investor desires to purchase from the Company, and the Company desires to sell to such Investor, warrants (the "Warrants") to purchase Class A Common Units in the quantity and for the price set forth opposite such Investor's name on Schedule A attached hereto, upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the Company and the Investors hereby agree as follows:

1. Purchase and Sale of Warrants.

(a) Upon the terms and conditions set forth in this Agreement, subject to and within 40 days after the closing of the transactions contemplated by the Merger Agreement (the "Closing"), each Investor shall purchase from the Company, and the Company shall sell to such Investor, Warrants to purchase the number of Class A Common Units set forth opposite such Investor's name on Schedule A attached hereto to be purchased at the Closing for the Purchase Price. The obligations of the Investors under this Section 1(a) (and elsewhere under this Agreement) are several, and are not joint and several. At the Closing, and at each Additional Closing:

(i) each Investor will deliver the cash consideration to be paid for the Warrants to be purchased at the Closing by such Investor to the Company by a wire transfer of immediately available funds in the aggregate amount of the Purchase Price payable by such Investor in cash,

(ii) the Company will deliver (A) the Warrants to be purchased by such Investor to such Investor, in the form attached hereto as Schedule B and (B) evidence of proper recordation in the books and records of the Company of the Warrants to be purchased by such Investor, and

(iii) each Investor, to the extent it has not done so already, will execute the Members Agreement, thereby becoming a party thereto as a "Warrant Holder", the Operating Agreement, thereby becoming a party thereto as a "Warrant Holder" and execute the Registration Rights Agreement, thereby becoming a party thereto as an "Investor", a "Preferred Investor" and treated as a holder of "Outside Preferred Investor Registrable Securities".

(b) The proceeds from the purchase and sale of Warrants pursuant to Section 1(a) above shall be used by the Company to finance in part the transactions contemplated by the

Merger Agreement and to pay related fees and expenses. The proceeds from the purchase and sale of Warrants pursuant to Section 3 shall be used by the Company for the purposes identified in the preceding sentence and for reimbursement of obligations owed to the ABRY Entities u .der the Reimbursement Agreement, including without limitation, "Guaranteed Obligations" u .der and as defined in the Reimbursement Agreement, for future acquisitions by the Company or any of its Subsidiaries and for other working capital purposes determined by the Board of Directors.

(c) In connection with the purchase and sale of the Warrants (and the Class A Common Units issuable upon exercise thereof) under this Agreement, each Investor, with respect to itself only, represents and warrants to the Company as of the date hereof, and shall represent and warrant to the Company as of the date of any Additional Closing, that the following statements are true and correct:

(i) The Warrants and the Class A Common Units to be acquired by such Investor pursuant to this Agreement will be acquired for such Investor's own account and not with a view to, or intention of, distribution thereof in violation of the Securities Act, any applicable state securities laws or the terms of the Operating Agreement or the Members Agreement, and such Warrants and Class A Common Units will not be disposed of in contravention of any such laws or agreements.

(ii) Such Investor is able to bear the economic risk of the investment in the Warrants and the Class A Common Units for an indefinite period of time, and such Investor understands that the Warrants and the Class A Common Units are subject to the transfer restrictions contained herein and in the Operating Agreement, the Registration Rights Agreement and the Members Agreement and have not been registered under the Securities Act.

(iii) Such Investor has had an opportunity to ask questions and receive answers concerning the terms and conditions of the offering of the Warrants and the Class A Common Units and has had full access to such other information concerning the Company as such Investor has requested. Such Investor has reviewed, or has had an opportunity to review copies of, each of the Related Agreements that the Company is entering into on the date of this Agreement.

(iv) Each of this Agreement, the Operating Agreement, the Members Agreement and the Registration Rights Agreement constitutes, or upon the execution thereof by the Investor will constitute, the legal, valid and binding obligation of such Investor, enforceable against such Investor in accordance with its terms (except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and limitations on the availability of equitable remedies), and the execution, delivery, and performance of each such agreement by such Investor does not and will not conflict with, violate, or cause a breach of any agreement, contract, or instrument to which such Investor is a party or any judgment, order, or decree to which such Investor is subject.

(v) Such Investor is an "Accredited Investor" as defined in Regulation D under the Securities Act and such Investor considers itself to be an experienced and sophisticated investor and to have such knowledge and experience in financial and business matters as are necessary to evaluate the merits and risks of an investment in the Warrants and the Class A Common Units. Such Investor acknowledges and understands that an investment in the Warrants and the Class A Common Units involves substantial risks and such Investor is able to bear the economic risks of an investment in the Warrants and the Class A Common Units pursuant to the terms hereof, including the complete loss of such Investor's investment in the Warrants and the Class A Common Units.

(d) In connection with the purchase and sale of the Warrants (and the Class A Common Units issuable upon exercise thereof) under this Agreement, the Company represents and warrants to each Investor as of the date hereof that the following statements are true and correct:

(i) Organization, Power. Each of the Company and its Subsidiaries is a limited liability company, limited partnership or corporation duly organized, validly existing and in good standing under the laws of its state of incorporation or formation and is qualified to do business and in good standing in every jurisdiction in which the ownership, lease or operation of its properties or the nature of its business requires such qualification or authorization except in each case where the failure to do so would not, or would reasonably be expected not to, have a Material Adverse Effect. Each of the Company and its Subsidiaries has the requisite company power and authority to own or lease and operate its properties and to carry on its businesses as now being and hereafter proposed to be conducted and, in the case of the Company, to carry out the transactions contemplated by the Related Agreements.

(ii) Subsidiaries. The legal names of each of the Subsidiaries of the Company, their respective jurisdictions of organization, the number of units of each class of their Capital Securities authorized and the number outstanding and the number of units covered by all outstanding options, warrants, rights of conversion or purchase and similar rights, and their equity holders, in each case, as of the date hereof, are accurately set forth on Schedule C attached hereto. All Capital Securities of each Subsidiary of the Company (A) that is a corporation are duly and validly issued and are fully paid and non-assessable and (B) that is a limited partnership or a limited liability company are duly and validly issued without any obligation to make additional capital contributions and in each case, are owned, of record and beneficially, by the Company, directly or indirectly.

(iii) Authority; Enforceability. The Company has the power and has taken all necessary limited liability company action to authorize it to execute, deliver, and perform its obligations under each of the Related Agreements in accordance with the terms hereof and thereof and to consummate the transactions contemplated hereby and thereby. Each of the Related Agreements has been duly executed and delivered by the Company, and is a legal, valid and binding obligation of the Company, enforceable in accordance with its terms except to the extent that the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting the

enforcement of creditor's rights generally or by general principles of equity (regardless of whether such enforcement is considered in a proceeding in equity or at law).

(iv) Non-Contravention. The execution, delivery and performance by the Company of the Related Agreements does not (A) conflict with or result in a breach of the terms, conditions or provisions of, (B) constitute a default under, (C) result in the creation of any lien, security interest, charge or encumbrance upon the Company's or any of its Subsidiary's assets pursuant to, (D) give any third party the right to modify, terminate or accelerate any obligation under, (E) result in a violation of, or (F) require any authorization, consent, approval, exemption or other action by or notice or declaration to, or filing with, any Person (other than any governmental authorities) pursuant to, the Operating Agreement or any law, statute, rule or regulation to which the Company or any of its Subsidiaries is subject or any agreement, instrument, order, judgment or decree to which the Company or any of its Subsidiaries is subject, except where such conflict, breach, default, creation, right, violation or requirement would not have a Material Adverse Effect.

(v) Capitalization.

(A) An accurate organizational chart, showing the ownership structure of the Company and its Subsidiaries on the date hereof, and after giving effect to the transactions contemplated by the Related Agreements and the Merger Agreement, is set forth on Schedule D attached hereto.

(B) Immediately following the Closing, (x) the authorized and issued Capital Securities of the Company will consist of (I) an unlimited number of Class A Common Units, of which 213,048,174 Class A Common Units will be issued and outstanding, and (II) 54,056,356 Class B Common Units, all of which Class B Common Units will be issued and outstanding at or immediately following the Closing, and (y) except as described in reasonable detail in Schedule E attached hereto, there are no options for, rights to acquire, agreements to issue, or securities exercisable for or convertible into Capital Securities of the Company. Schedule E attached hereto sets forth, as of the date hereof after giving effect to the transactions contemplated by the Related Agreements, a true and complete list of all members of the Company and its Subsidiaries and the number and class of Capital Securities held by each as well as the capital account interests of each member and each member's percent of total voting interests. The Warrants to be issued hereunder have been duly authorized and issued and are free of any preemptive or similar rights of members. The offer and sale of all of the securities listed on Schedule E attached hereto issued on or prior to the date hereof complied with or were exempt from all applicable federal and state securities laws and there are no rights of rescission or damages with respect thereto. Except as described in reasonable detail in Schedule E attached hereto and except as contemplated by the Related Agreements, (1) the Company is not subject to any obligation (contingent or otherwise) to repurchase or otherwise acquire or retire any Capital Securities or any convertible securities, rights, options or warrants, (2) the Company is not a party to any agreement granting

registration rights to any person with respect to any of its equity or debt securities, and (3) the Company is not a party to, and it has no knowledge of, any agreement restricting the voting or transfer of any Capital Securities of the Company.

(vi) Offering of Securities. Neither the Company nor any agent acting on its behalf has, directly or indirectly, offered the Warrants or any similar security of the Company for sale to, or solicited any offers to buy the Warrants or any similar security of the Company from, or otherwise approached or negotiated with respect thereto with, any Person other than institutional investors, and neither the Company nor any agent acting on its behalf has taken or will take any action which would subject the issuance or sale of the Warrants and the Class A Common Units upon exercise thereof to the provisions of Section 5 of the Securities Act or to the provisions of any securities or "Blue Sky" law of any applicable jurisdiction.

(vii) Brokerage. There are no claims for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by the Related Agreements based on any arrangement or agreement binding upon the Company or any of its Subsidiaries. The Company will pay, and hold each Investor harmless against, any liability, loss or expense (including reasonable attorneys' fees and out-of-pocket expenses) arising in connection with any such claim.

(viii) Other Representations and Warranties. The representations and warranties made by the Company (or its Subsidiaries, if applicable) in the Credit Agreement, and the Merger Agreement, were true and correct in all material respects when made and shall be true and correct in all material respects at and as of the time of the Closing, both before and immediately after giving effect to the transactions contemplated hereby and thereby.

(ix) Effectiveness of Other Agreements. Each of the Merger Agreement, the Credit Agreement, and the Related Agreements are in full force and effect and no closing condition contained therein has been or shall be waived (other than to the extent that notice has been provided in accordance with Section 2(b) hereof).

(x) Conduct of Business; Liabilities. Prior to the Merger, neither the Company nor any of its Subsidiaries has or will have conducted any business, or incurred any material expenses, obligations or liabilities, other than in connection with the negotiation of the Merger Agreement, the preparation to consummate the transactions contemplated by the Merger Agreement and to operate the businesses to be acquired pursuant thereto, the financing of such transactions and related expenses, and matters incidental thereto.

(xi) Enforceability; Necessary Authorizations.

(A) The execution, delivery, and performance of the Related Agreements in accordance with their respective terms and the consummation of the transactions contemplated hereby and thereby do not and will not (i) violate any Applicable Law, (ii) conflict with, result in a breach of, or constitute a default

under the certificate of incorporation or formation or by-laws, partnership agreement or operating agreement of the Company or any of its Subsidiaries or under any indenture, agreement or other instrument to which the Company or any of its Subsidiaries is a party or by which the Company or any of its Subsidiaries or any of its properties is bound or (iii) result in or require the creation or imposition of any lien upon or with any assets or property of the Company or any of its Subsidiaries except Permitted Liens.

(B) The Company and each of its Subsidiaries has obtained all Necessary Authorizations, and all such Necessary Authorizations are in full force and effect except, other than with respect to the issuance and sale of the Warrants, where failure to obtain such Necessary Authorizations, or the failure of such Necessary Authorizations to be in full force and effect, could not reasonably be expected to have a Material Adverse Effect. None of such Necessary Authorizations is the subject of any pending or, to the knowledge of the Responsible Officers of the Company and its Subsidiaries, threatened, amendment, termination, revocation or adverse judgment, decree or order issued by the grantor of the Necessary Authorization except, other than with respect to the issuance and sale of the Warrants, where the amendment, termination, revocation or adverse judgment, decree or order by the grantor of such Necessary Authorizations could not reasonably be expected to have a Material Adverse Effect.

(C) The Company and each of its Subsidiaries has duly and timely filed all material reports, certificates, notices, statements and filings, and paid all required regulatory fees in accordance with Applicable Law, and are in all respects in compliance therewith, in each case, except any such failure to comply, file or pay which has not had, and could not reasonably be expected to have, a Material Adverse Effect.

(D) The Company and each of its Subsidiaries has received, and is in all respects in compliance with, all FCC Licenses, State PUC Licenses and the Applicable Laws, except any such failure to comply which has not had, and could not reasonably be expected to have, a Material Adverse Effect.

(E) No Responsible Officer of the Company or any of its Subsidiaries has any knowledge of any event or circumstance constituting (i) noncompliance (or any Person alleging noncompliance) with the Communications Laws or (ii) noncompliance (or any Person alleging noncompliance) with any applicable State Telecommunications Laws, except, in the case of each of (i) and (ii), any noncompliance which has not, and could not reasonably be expected to have, a Material Adverse Effect.

(xii) Offering of Warrants. Neither the Company nor any agent acting on its behalf has, directly or indirectly, offered the Warrants or any similar security of the Company for sale to, or solicited any offers to buy the Warrants or any similar security of the Company from, or otherwise approached or negotiated with respect thereto with, any Person other than institutional investors, and neither the Company nor any agent acting

on its behalf has taken or will take any action which would subject the issuance or sale of the Warrants to the provisions of Section 5 of the Securities Act or to the provisions of any securities or "Blue Sky" law of any applicable jurisdiction.

(xiii) Litigation. There is no pending or threatened claim, legal action, or other administrative proceeding or any order, complaint, decree or judgment involving the Transactions, the Company or any of its Subsidiaries before the FCC, any PUC, or any Local Franchising Authority with which the Company or any of its Subsidiaries has a Franchise which have had, or are reasonably likely to have, a Material Adverse Effect

2. Conditions to Closing. Each Investor's obligation to purchase and pay for the Warrants to be purchased by such Investor at the Closing is subject to the satisfaction or waiver by such Investor, at or before the Closing, of all of the following conditions, and each Investor's obligation to purchase and pay for the Additional Warrants to be purchased by such Investor at any Additional Closing is subject to the satisfaction or waiver by such Investor, at or before such Additional Closing, of the conditions set forth in the following clause (d):

(a) The representations and warranties made by the Company in this Agreement shall be true and correct when made and at and as of the time of the Closing, both before and immediately after giving effect to the transactions contemplated hereby and, to the extent any such representations or warranties are, at any time following the date hereof and on or prior to the Closing, untrue or incorrect in any respect, the Company shall provide each Investor with written notice within two (2) Business Days of the Company's actual knowledge thereof, which such notice shall describe in reasonable detail the facts or circumstances which caused such representations or warranties to be untrue or incorrect.

(b) All conditions precedent to the closing and consummation of the transactions contemplated by the Merger Agreement (except to the extent waived by the Company or its applicable Subsidiary with the prior written consent of each Investor) and the Credit Agreement (except to the extent waived with the prior written consent of the Investors), in each case, as set forth therein, shall have been satisfied or waived in accordance with the terms thereof, and each such agreement shall be in full force and effect; provided, that each Investor shall have received notice of any waivers provided under any of the foregoing agreements and all such information as such Investors may reasonably request as to the basis for any such waivers.

(c) The Company shall have delivered to such Investor a certificate of the chief executive officer or the chief financial officer or a vice president of the Company, dated the date of the Closing, to the effect set forth in clauses (a) and (b) above.

(d) The purchase of and payment for the Warrants to be purchased by such Investor on the terms and conditions herein provided (including the use of the proceeds from the sale of such Warrants) shall not (i) violate any applicable law or governmental regulation or cause the revocation or suspension of any Necessary Authorization, and (ii) shall not subject such Investor to any tax, penalty, liability or other onerous condition under or pursuant to any applicable law or governmental regulation, and such Investor shall have received such certificates or other evidence as it may reasonably request to establish compliance with this

condition. All Necessary Authorizations shall have been issued or made, shall be final and in full force and effect and shall be in form and substance reasonably satisfactory to such Investor.

(e) All proceedings taken or to be taken in connection with the transactions contemplated hereby and all documents incident hereto shall be reasonably satisfactory in substance and form to such Investor, and such Investor shall have received all such counterpart originals or certified or other copies of the Operating Agreement, the Members Agreement, the Registration Rights Agreement and such other documents as it may reasonably request.

(f) Such Investor shall have received from Edwards Angell Palmer & Dodge LLP, who is acting as special corporate counsel for the Company, a favorable opinion as of the Closing reasonably satisfactory to such Investor. The Company, by its execution hereof, hereby requests and authorizes such special counsel to render such opinion.

(g) Such Investor shall have received from Wiltshire & Grannis LLP, who is acting as special FCC counsel for the Company, a favorable opinion as of the Closing reasonably satisfactory to such Investor. The Company, by its execution hereof, hereby requests and authorizes such special counsel to render such opinion.

(h) Each of the Operating Agreement, the Members Agreement and the Registration Rights Agreement shall have been executed and delivered by each party thereto other than such Investor.

3. Additional Closings; Defaults; Deficiency Drawdowns.

(a) Additional Closings. Subject to the terms and conditions of this Agreement, the Company shall have the right to require that the Investors purchase, and upon the Company's exercise of such right the Investors shall purchase, the Additional Warrants at one or more additional closings (each, an "Additional Closing"). The Company shall provide at least fifteen (15) Business Days written notice of any Additional Closing to each Investor, which notice shall set forth the number of Class A Common Units issuable upon exercise of the Additional Warrants to be purchased by such Investor at such Additional Closing. No Investor shall be obligated to purchase Additional Warrants at an Additional Closing after the date that is twelve (12) months following the Closing. Schedule A to this Agreement shall be updated to reflect the number of Class A Common Units issuable upon exercise of the Additional Warrants purchased at each such Additional Closing, and the remaining number of Class A Common Units issuable upon exercise of the Additional Warrants, if any, shall be reduced accordingly. Notwithstanding anything to the contrary set forth in this Agreement, to the extent that an Investor shall have exercised any of its Warrants prior to an Additional Closing, then in any Additional Closing subsequent to such exercise such Investor instead of purchasing Additional Warrants shall purchase directly the Class A Common Units of the Company that such Investor would have purchased indirectly by purchasing an Additional Warrant hereunder (the "Additional Units") and the provisions of this Section 3 and this Agreement shall apply, *mutatis mutandis*, to purchases of such Additional Units.

(b) Defaults.

(i) Upon any failure by an Investor to purchase all of the Additional Warrants required to be purchased by it in the applicable Additional Closing, the Company shall give prompt written notice to such Investor as to such failure. In the further event that such Investor does not purchase all of the Additional Warrants required to be purchased by it at such Additional Closing on or before the date that is ten (10) Business Days after the Company has given notice to such Investor of its failure to make such payment, then at 5:00 p.m. upon that tenth (10th) Business Day, such Investor shall be regarded as a "Defaulting Investor" hereunder. The Board of Directors may, in its discretion, pursue one or more of the following alternatives with respect to a Defaulting Investor:

(A) Impose a Default Charge upon the Defaulting Investor pursuant to Section 3(b)(ii) below;

(B) Offer all of the Defaulting Investor's Warrants to the other Members and Warrant Holders for purchase, in proportion to the other Members' and Warrant Holders' relative holdings of Points, treating all then-outstanding Warrants as having been exercised for purposes of such calculation (with Members and Warrant Holders accepting offers being permitted to take up offers declined by other Members and Warrant Holders in proportion to their Points, as determined pursuant to the preceding clause), at a price equal to the lesser of the then Fair Market Value of such interest or the pre-default balance in the Defaulting Investor's Capital Account attributable to such Class A Common Units, subject to such other terms as the Board of Directors in its discretion shall determine, provided that the purchasing Members and Warrant Holders agree to assume the obligation to purchase all of the Additional Warrants of the Defaulting Investor;

(C) Accept a late purchase of Additional Warrants from the Defaulting Investor, with interest at the Default Rate, in satisfaction of its then-outstanding obligation to purchase Additional Warrants hereunder, if the Board of Directors determines in its sole discretion that such a late purchase will not jeopardize the activities and operations of the Company;

(D) Pursue and enforce all of the Company's other rights and remedies against the Defaulting Investor, including but not limited to the commencement of a lawsuit to collect the unpaid Purchase Price, interest, costs (including costs of collection and reasonable attorneys' fees), and reimbursement (with interest at the Default Rate) for any other damages suffered by the Company; or

(E) Until such time as the default in question is cured, revoke any rights and privileges such Defaulting Investor has pursuant to (i) Section 2 (Observer Rights and Board Rights), Section 4(a) (Tag Along Rights), Section 7 (Preemptive Rights), Section 8 (First Offer Rights), Section 11 (Information Rights), and Section 12 (Other Covenants) of, or as a "Continuing Holder" under, the Members Agreement, (ii) Section 3.1 (Board of Directors) and Section 9.1 (Access to Books and Records) of the Operating Agreement, and (iii) Section 1

(Demand Registrations) and Section 2 (Piggyback Registrations) of, and as a "Preferred Investor" under, the Registration Rights Agreement.

If a Defaulting Investor's interest in the Company is sold pursuant to clause (B) above, or if the Board of Directors exercises its discretion to accept a late contribution pursuant to clause (C) above, the Board of Directors shall not impose a Default Charge pursuant to clause (A) above. Otherwise, the remedies set forth above shall be cumulative, and the use by the Board of Directors of one or more of them against a Defaulting Investor shall not preclude the use of any other such remedy.

(ii) The Investors agree that the damages suffered by the Company as the result of any failure by an Investor to make a payment that is required by Section 3 of this Agreement cannot be estimated with reasonable accuracy. As liquidated damages for such default (which each Investor hereby agrees are reasonable) and subject to Section 3(b)(i), the Board of Directors may, in its sole discretion, cause the Unreturned Capital Value and Capital Account of a Defaulting Investor relating to such Defaulting Investor's Warrants immediately before default under this Section 3 to be reduced by fifty percent (50%) of such Unreturned Capital Value and Capital Account (the "Default Charge"). The Unreturned Capital Value and Capital Account of each Member and Warrant Holder (other than a Defaulting Investor) shall be deemed to be increased by such Member's and Warrant Holder's proportionate share, based on the Members' and Warrant Holders' (other than a Defaulting Investor) relative holdings of Class A Common Units (on an as-converted basis), of the Default Charge, in an aggregate amount equal to the Default Charge. For purposes of the preceding sentence: (x) if the applicable Capital Account of the Defaulting Investor otherwise would be reduced below zero by the imposition of the full amount of any Default Charge, such Person's Capital Account shall be reduced to zero and any excess of the full amount of the Default Charge over the amount of such Person's Capital Account immediately before such reduction shall be carried over and applied to reduce such Person's Capital Account at such subsequent time or times as the amount of such Person's Capital Account otherwise would be increased; and (y) any increase in Unreturned Capital Value amounts or Capital Accounts of Members and Warrant Holders (other than a Defaulting Investor) as the result of the imposition of a Default Charge shall occur only at such time or times as the corresponding reductions in the Defaulting Investor's Unreturned Capital Value or Capital Account occur. No increases in any Investor's Unreturned Capital Value or Capital Account occurring as the result of a default under this Section 3 shall increase or decrease such Investor's then-remaining obligation to purchase Additional Warrants. Upon the imposition of a Default Charge, the Defaulting Investor's obligation to purchase Additional Warrants shall not be reduced by the amount of the unpaid Purchase Price from that Defaulting Investor that resulted in its default under this Section 3, and the imposition of a Default Charge or any other remedy under this Section 3(b) shall not relieve any Defaulting Investor of its obligation to purchase its Additional Warrants in subsequent Additional Closings.

(c) Deficiency Drawdowns. The Company may, but shall not be obligated to, require that each Investor other than a Defaulting Investor purchase such Defaulting Investor's Additional Warrants or Additional Units (or Warrants therefor), in each case pro rata based on such Investor's relative holdings of Class A Common Units (on an as-converted basis); provided,

that (A) in no event shall the aggregate number of Class A Common Units issuable upon exercise of the Additional Warrants or Additional Units (or Warrants therefor) required to be purchased by any Investor pursuant to this Agreement exceed the number of Class A Common Units issuable upon exercise of the Additional Warrants set forth next to such Investor's name on Schedule A attached hereto, and (B) the Company provides such Investors other than the Defaulting Investor at least fifteen (15) Business Days' prior written notice of the amount of such Additional Warrants or Additional Units (or Warrants therefor) to be purchased by each such Investor.

4. Other Agreements.

(a) Any certificates representing the Class A Common Units will bear the legend set forth in Section 11.4 of the Operating Agreement.

(b) Each Investor acknowledges that the transfer of Warrants and Class A Common Units is subject to the provisions of the Securities Act, applicable state securities laws, the Operating Agreement and the Members Agreement.

(c) Each of the parties hereto shall use their respective reasonable best efforts to obtain the Necessary Authorizations, as applicable, to consummate the transactions contemplated by this Agreement, including without limitation those necessary to permit the Investors to exercise the Warrants.

5. Definitions.

"ABRY" means ABRY Partners VI, L.P., a Delaware limited partnership.

"ABRY Entities" has the meaning set forth in the Operating Agreement.

"Additional Closing" has the meaning set forth in Section 3(a).

"Additional Units" has the meaning set forth in Section 3(a), and, solely for purposes of Section 3(c), shall mean all Additional Units under any Investment Agreement.

"Additional Warrants" means, for each Investor, the number of Warrants to purchase the Class A Common Units under the heading "Class A Common Units Issuable Pursuant to Additional Warrants" next to such Investor's name set forth on Schedule A attached hereto, as adjusted from time to time pursuant to Section 3(a), and, solely for purposes of Section 3(c), shall mean all Additional Warrants under any Investment Agreement.

"Agreement" has the meaning set forth in the introductory paragraph.

"Applicable Law" shall mean, in respect of any Person, all provisions of (a) constitutions, treaties, statutes, rules and regulations, (b) to the extent binding on such Person, published policies, procedures, decisions and orders of governmental bodies or regulatory agencies applicable, whether by law or by virtue of contract, to such Person, and (c) all orders and decrees of all courts and binding arbitrators in proceedings or actions to which the Person in question is a party or by which it is bound.

"Board of Directors" means the Company's board of directors or managers and any committee or subcommittee thereof.

"Business Day" has the meaning set forth in the Operating Agreement.

"Cable Business" shall mean the delivery of video, internet and voice services primarily to residential and small and medium business customers under the brand names of RCN and RCN Business Services, respectively and which as of the dated of the Closing constitutes RCN's Residential/SMB operating segment.

"Capital Account" has the meaning set forth in the Operating Agreement.

"Capital Securities" in any Person shall mean any and all units, shares, interests, rights to purchase, warrants, options, participations or other equivalents of or interests in (however designated) corporate stock or other equity participations, including partnership interests, whether general or limited, and membership interests in such Person, including any right or interest which is classified as equity in accordance with GAAP.

"Class A Common Units" means the Company's Class A Common Units as defined and having the rights and obligations specified in the Operating Agreement.

"Closing" has the meaning set forth in Section 1(a).

"Common Units" has the meaning set forth in the Operating Agreement.

"Communications Laws" shall mean, collectively, the Communications Act of 1934, as amended, including, without limitation, by the Telecommunications Act of 1996, and the rules and regulations promulgated thereunder, including, without limitation, Title 47 of the Code of Federal Regulations and the published rules, regulations, policies, procedures, orders and decisions of the FCC, in each case, as from time to time in effect.

"Company" has the meaning set forth in the introductory paragraph.

"Credit Agreement" means that certain Credit Agreement dated as of the date hereof, by and among Yankee Cable Acquisition, LLC and RCN Telecom Services, LLC, as Borrowers, Yankee Cable Parent, LLC, the persons party thereto as guarantors from time to time, the lenders party thereto from time to time, SunTrust Bank, as Issuing Bank, General Electric Capital Corporation and Société Générale, as Co-Syndication Agents, SunTrust Bank, as Administrative Agent, and SunTrust Robinson Humphrey, Inc., GE Capital Markets, Inc. and SG Americas Securities, LLC, as Joint Lead Arrangers and Joint Book Runners, including any deferrals, renewals, extensions, replacements, refinancings or refundings thereof, or amendments, modifications or supplements thereto and any agreement providing thereof (including any restatements thereof and any increases in the amount of commitments thereunder), whether in one or more separate agreements and whether by or with the same or any other lender, creditor, or any one or more groups of lenders or group of creditors (whether or not including any or all of the financial institutions party to the aforementioned credit agreements), and including related notes, guarantee and note agreements and other instruments and agreements executed in connection therewith.

"Default Charge" has the meaning set forth in Section 3(b)(ii).

"Default Rate" means, with respect to any period, the lesser of (a) the Prime Rate for such period plus six percent, or (b) the highest interest rate for such fiscal period permitted under applicable law.

"Defaulting Investor" has the meaning set forth in Section 3(b)(i), and, solely for purposes of Section 3(c), shall mean each Defaulting Investor under an Investment Agreement.

"Fair Market Value" has the meaning set forth in the Members Agreement.

"FCC" means the Federal Communications Commission, or any governmental agency succeeding to the functions thereof.

"FCC Licenses" shall mean the licenses, authorizations, consents, waivers and permits issued by the FCC and required under the Communications Laws as necessary for the Company and its Subsidiaries to own and operate their properties and their businesses, as set forth on Schedule F.

"Franchise" shall mean a license or similar right or privilege granted to a Subsidiary of the Company by any Governmental Authority or other Person in connection with the Cable Business.

"GAAP" means, at any date of determination, generally accepted accounting principles in effect in the United States at such time and which are consistently applied.

"Governmental Authority" shall mean any nation or government, any state or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any government.

"Investment Agreement" means the Investor Securities Purchase Agreement, this Agreement, and any Warrant Purchase Agreement.

"Investors" has the meaning set forth in the introductory paragraph and, solely for purposes of Section 3(c), shall mean each Investor under an Investment Agreement.

"Investor Securities Purchase Agreement" has the meaning set forth in the Operating Agreement.

"Local Franchising Authority" shall mean any local franchise authority or other Governmental Authority possessing authority to grant a Franchise.

"Management Rights Agreement" means that certain management rights agreement dated as of the date hereof by and among the Company and certain of the Investors providing for information, visitation and certain other rights.

"Material Adverse Effect" shall mean (i) a material adverse effect on the business, assets, operations, or condition, financial or otherwise, of the Company and its Subsidiaries,

taken as a whole, (ii) material impairment of the Company's ability to perform any of its obligations under any of the Related Agreements or (iii) a material impairment of the validity or enforceability of the rights of, or the benefits available to, the holders of any of the securities under any of the Related Agreements.

"Members" has the meaning set forth in the Members Agreement.

"Members Agreement" means the Members Agreement, dated as of the date hereof, by and among the Company and the members and warrant holders of the Company party thereto, as subsequently amended, restated or otherwise modified from time to time.

"Merger Agreement" means that certain Agreement and Plan Merger dated as of March 5, 2010 by and among, Yankee Metro Parent, Inc., Yankee Cable Acquisition, LLC, Yankee Metro Merger Sub, Inc. and RCN Corporation, as amended by the Amendment to the Agreement and Plan of Merger dated as of April 15, 2010, as further amended by the Second Amendment to the Agreement and Plan of Merger dated as of April, 20, 2010, and as may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof.

"Necessary Authorizations" shall mean all material authorizations, consents, permits, approvals, licenses, certificates and exemptions, including, without limitation, those relevant to the FCC Licenses or State PUC Licenses, from any Governmental Authority whether federal, state, local, and all agencies thereof, including, but not limited to, any applicable Local Franchising Authority, which are required by Applicable Law for the transactions contemplated by the Merger Agreement and the Related Agreements, including, without limitation, the Required FCC Consents and the Required PUC Consents and the consents of any applicable Local Franchising Authority, and the conduct of the businesses and the ownership (or lease) of the properties and assets of the Company and any of its Subsidiaries.

"Operating Agreement" means the Company's Amended and Restated Limited Liability Company Agreement, dated as of the date hereof, by and among the Company and the members and warrant holders of the Company, as subsequently amended, restated or otherwise modified from time to time.

"Permitted Liens" shall mean

(1) Any lien in favor of a lender given to secure the obligations under the Credit Agreement;

(2) (a) liens on real estate for real estate taxes not yet delinquent and (b) liens for taxes, assessments, judgments, governmental charges or levies, or claims, in each case, which are not yet delinquent or the non-payment of which is being diligently contested in good faith by appropriate proceedings and, if required by GAAP, a reserve or appropriate provision shall have been set aside on such Person's books;

(3) liens of carriers, warehousemen, mechanics, laborers, suppliers, workers and materialmen imposed by statute or other Applicable Law or incurred in the ordinary course of business for sums not yet due or which are being diligently contested in good faith and, if

required by GAAP, a reserve or appropriate provision shall have been set aside on such Person's books;

(4) liens, pledges or deposits incurred or made in the ordinary course of business in connection with worker's compensation and unemployment insurance or other types of social security benefits;

(5) easements, rights-of-way, restrictions (including zoning or deed restrictions), and other similar encumbrances on the use of real property;

(6) purchase money security interests and liens securing capital lease obligations; provided that such lien attaches only to the asset (which asset shall not constitute inventory) so purchased or leased by such Person and secures only Funded Debt (as defined in the Credit Agreement) incurred by such Person in order to purchase or lease such asset;

(7) deposits to secure the performance of bids, trade contracts, tenders, sales, leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;

(8) liens existing as of the date of the Closing;

(9) liens in favor of landlords with respect to inventory at leased premises in a state that provides for statutory liens in favor of landlords and liens arising under leases entered into by the Company or its Subsidiaries in the ordinary course of business;

(10) liens of collecting banks under the UCC on items in the course of collection and bankers liens and rights of setoff with respect to customary depository agreements entered into in the ordinary course of business;

(11) liens on cash earnest money deposits in connection with any letter of intent or purchase agreement, in an aggregate amount not to exceed at any time the greater of (i) five percent (5.75%) of the cash purchase price to be paid in connection with the related acquisition and (ii) $1,150,000;

(12) any attachment or judgment lien not constituting an Event of Default (as defined in the Credit Agreement);

(13) licenses (with respect to intellectual property and other property) entered into in the ordinary course of business and not interfering in any material respect with the ordinary conduct of the business of the Company and its Subsidiaries;

(14) leases or subleases granted to third parties and not interfering in any material respect with the ordinary conduct of the business of the Company or its Subsidiaries;

(15) liens securing obligations under operating, reciprocal easement or similar agreements entered into in the ordinary course of business of the Company any its Subsidiaries;

(16) deposits in the ordinary course of business to secure liabilities to insurance carriers, lessors and utilities;

(17) liens on documents of title and property covered thereby securing indebtedness in respect of commercial letters of credit;

(18) liens on goods (and proceeds thereof) financed with drawings under commercial letters of credit securing reimbursement obligations in respect of such commercial letters of credit;

(19) restrictions on the transfer or pledge of assets imposed by the applicable laws; and

(20) other liens not included in items (1)-(19) above securing indebtedness or other obligations in an aggregate amount not in excess of $11,500,000.

"Person" means an individual, a partnership, a corporation, an association, a limited liability company, a joint stock company, a trust, a joint venture, an unincorporated organization or any other entity (including any governmental entity or any department, agency or political subdivision thereof).

"Points" has the meaning set forth in the Operating Agreement.

"Prime Rate" shall mean, with respect to any period, the prime rate for such period as reported in The Wall Street Journal.

"PUC" shall mean any public utility commission, public service commission or other state regulatory agency or body that exercises jurisdiction over the intrastate rates or services or the ownership, construction or operation of any local or long distance network facility or telecommunications system or over Persons who own, construct or operate a network facility or telecommunications system used to provide intrastate services, in each case, by reason of the nature or type of the business subject to regulation and not pursuant to laws and regulations of general applicability to Persons conducting business in such state.

"Purchase Price" shall mean an amount equal to the number of Class A Common Units issuable upon exercise of the Warrants being purchased by an Investor at the Closing or in an Additional Closing multiplied by the Warrant purchase price per Class A Common Unit issuable upon exercise of such Warrants set forth on Schedule A attached hereto.

"RCN" shall mean RCN Corporation, a Delaware corporation.

"Registration Rights Agreement" means the Registration Rights Agreement, dated as of the date hereof, by and among the Company and the members and warrant holders of the Company, as subsequently amended, restated or otherwise modified from time to time.

"Reimbursement Agreement" shall mean that certain letter agreement by and among ABRY as "Lead Sponsor", the Company, and the Subsidiaries of the Company named therein as "Borrower Parties", dated as of the date hereof, as amended, restated or otherwise

modified from time to time, pursuant to which, among other things, ABRY may arrange for letters of credit to be issued on behalf of such "Borrower Parties", on the terms and subject to the conditions set forth therein.

"Related Agreements" means, collectively, (a) this Agreement and any other Warrant Purchase Agreement (as defined in the Operating Agreement), (b) the Warrants, (c) the Operating Agreement, (d) the Members Agreement, (e) the Registration Rights Agreement and (f) the Management Rights Agreement.

"Required FCC Consents" shall mean all authorizations, licenses, consents, orders, certificates and approvals of the FCC for the lawful consummation of the Transactions.

"Required PUC Consents" shall mean all authorizations, licenses, consents, orders, certificates and approvals of the applicable PUC required for the lawful consummation of the Transactions.

"Responsible Officer" shall mean, as to any Person, the chief executive officer, chief operating officer, chief financial officer or chief accounting officer of such Person or any other officer of such Person involved principally in its financial administration or its controllership function.

"Securities Act" means the Securities Act of 1933, as amended.

"State PUC License" shall mean any license, certificate, order or other authorization issued by any PUC to permit the Company and its Subsidiaries to offer intrastate telecommunications services in the state.

"State Telecommunications Laws" shall mean the statutes of the states of the United States and the District of Columbia governing the provisions of telecommunications services or cable services by the Company and its Subsidiaries and the rules, regulations and published policies, procedures, orders and decisions of the applicable PUC or Local Franchising Authority.

"Subsidiaries" has the meaning set forth in the Credit Agreement.

"Transactions" shall mean the acquisition of the Cable Business, the issuance and sale of the Warrants, the execution and delivery of the Credit Agreement and documents related thereto and the initial extension of credit thereunder, the other transactions contemplated by the foregoing and the payment of fees and expenses in connection with the foregoing.

"Transfer" has the meaning set forth in the Members Agreement.

"Unpaid Yield" has the meaning set forth in the Operating Agreement.

"Unreturned Capital Value" has the meaning set forth in the Operating Agreement.

"Warrant Holder" has the meaning set forth in the Members Agreement.

"Warrant Purchase Agreement" means any purchase agreement (other than this Agreement) between the Company and those Person(s) party thereto for the purchase of Warrants (as defined therein) entered into on the date hereof or in the future, as amended, restated or otherwise modified from time to time.

"Warrants" has the meaning set forth in the second introductory paragraph.

6. Notices. All notices, demands or other communications to be given or delivered by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (a) on the date of personal delivery to the recipient or an officer of the recipient, or (b) when sent by telecopy or facsimile machine to the number shown below on the date of such confirmed facsimile or telecopy transmission (provided that a confirming copy is sent via overnight mail), or (c) when properly deposited for delivery by a nationally recognized commercial overnight delivery service, prepaid, or three Business Days after deposit in the United States mail, certified or registered mail, postage prepaid, return receipt requested. Such notices, demands and other communications shall be sent to each Investor at the address set forth for such Investor in the Members Agreement (including any joinder thereto) as then in effect and to the Company at the address set forth below:

Yankee Cable Partners, LLC
c/o ABRY Partners VI, L.P.
111 Huntington Avenue
30th Floor
Boston, MA 02199
Facsimile: (617) 859-8797
Attention: Jay Grossman
Blake Battaglia
Rob MacInnis

with a copy (which will not constitute notice to the Company), to:

Edwards Angell Palmer & Dodge LLP
111 Huntington Avenue
Boston, Massachusetts 02199-7613
Facsimile: 888-325-9102
Attention: Sarah N. A. Camougis, Esq.
Peter J. Barrett, Esq.

or to such other address or to the attention of such other Person as the recipient party has specified by prior written notice to the sending party.

7. General Provisions.

(a) Amendment and Waiver. No modification, amendment or waiver of any provision of this Agreement shall be effective against the Company or any Investor unless such modification, amendment or waiver is approved in writing by the Company or such Investor (as the case may be). The failure of any party to enforce any of the provisions of this Agreement

shall in no way be construed as a waiver of such provisions and shall not affect the right of such party thereafter to enforce each and every provision of this Agreement in accordance with its terms.

(b) Expenses. Whether or not the transactions contemplated hereby shall be consummated, the Company shall pay, and save each Investor and their respective affiliates harmless against liability for the payment of, all out-of-pocket expenses arising in connection with such transactions, including, without limitation, the following:

(i) (A) all stamp and documentary taxes and similar charges, if any, and (B) fees and expenses of brokers, agents, dealers, investment banks or other intermediaries or placement agents, in each case as a result of the execution and delivery of this Agreement or the other Related Agreements or the issuance of the Warrants or the Class A Common Units in respect thereof; and

(ii) document production and duplication charges and the fees and expenses of (A) any counsel engaged by ABRY and (B) Latham & Watkins LLP, engaged by the other Investors, in each case, in connection with this Agreement, any of the other Related Agreements and the transactions contemplated hereby or thereby.

(c) Counterparts. This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

(d) Successors and Assigns. Except as otherwise provided herein, this Agreement will bind and inure to the benefit of and be enforceable by each of the Investors, the Company and their respective successors and assigns (including subsequent holders of the Warrants purchased hereunder or the Class A Common Units in respect thereof); provided that the rights and obligations of each of the Investors under this Agreement will not be assignable except in connection with a transfer of the Warrants or the Class A Common Units in respect thereof permitted under the Operating Agreement and the Members Agreement.

(e) Choice of Law. All issues and questions concerning the application, construction, validity, interpretation and enforcement of this Agreement and any exhibits and schedules to this Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

(f) Time is of the Essence. The parties to this Agreement hereby expressly acknowledge and agree that time is of the essence for each and every provision of this Agreement.

(g) Specific Performance. Each of the parties to this Agreement shall be entitled to enforce its rights under this Agreement specifically, to recover damages and costs (including reasonable attorney's fees) caused by any breach of any provision of this Agreement and to exercise all other rights existing in its favor. The Company and the Investors agree and acknowledge that money damages may not be an adequate remedy for any breach of the

provisions of this Agreement and that any party may in its sole discretion apply to any court of law or equity of competent jurisdiction (without posting any bond or deposit) for specific performance and/or other injunctive relief in order to enforce or prevent any violations of the provisions of this Agreement.

(h) Survival; Entire Agreement. All representations and warranties contained herein or made in writing by or on behalf of the Company in connection herewith shall survive the execution and delivery of this Agreement and the other Related Agreements, the exercise of the Warrants, and the permitted transfer by any Investor of any Warrants or Class A Common Units issued in respect thereof, and may be relied upon by each Investor and any of its successors and assigns, regardless of any investigation made at any time by or on behalf of any Investor or any of its successors and assigns. This Agreement and the agreements and documents referred to herein contain the complete agreement among the parties hereto and supersede any prior understandings, agreements or representations by or among the parties hereto, written or oral, that may have related to the subject matter hereof in any way.

(i) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

(j) No Strict Construction. The parties to this Agreement have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties to this Agreement, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

(k) Waiver of Jury Trial. EACH PARTY TO THIS AGREEMENT HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION (I) ARISING UNDER THIS AGREEMENT OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE. EACH PARTY TO THIS AGREEMENT HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(l) Submission to Jurisdiction. ANY AND ALL SUITS, LEGAL ACTIONS OR PROCEEDINGS ARISING OUT OF THIS AGREEMENT SHALL BE BROUGHT IN THE COURTS OF THE STATE OF DELAWARE OR THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE AND EACH PARTY TO THIS AGREEMENT

HEREBY SUBMITS TO AND ACCEPTS THE EXCLUSIVE JURISDICTION OF SUCH COURTS FOR THE PURPOSE OF SUCH SUITS, LEGAL ACTIONS OR PROCEEDINGS. IN ANY SUCH SUIT, LEGAL ACTION OR PROCEEDING, EACH PARTY TO THIS AGREEMENT WAIVES PERSONAL SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER PROCESS AND AGREES THAT SERVICE THEREOF MAY BE MADE BY CERTIFIED OR REGISTERED MAIL DIRECTED TO IT AT ITS ADDRESS SET FORTH IN THE BOOKS AND RECORDS OF THE COMPANY. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OR ANY SUCH SUIT, LEGAL ACTION OR PROCEEDING IN ANY SUCH COURT AND HEREBY FURTHER WAIVES ANY CLAIM THAT ANY SUIT, LEGAL ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

* * * * *

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

YANKEE CABLE PARTNERS, LLC

By: _____
Name: Blake Battaglia
Title: President

SPECTRUM V INVESTMENT MANAGERS' FUND, L.P.

By: SEA V Management LLC
It's General Partner

By: _____
Name:
Title:

SEI V RCN CABLE AIV, L.P.

By: Spectrum Equity Associates V, L.P.
It's General Partner

By: SEA V Management LLC
It's General Partner

By: _____
Name:
Title:

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

YANKEE CABLE PARTNERS, LLC

By: _____
Name:
Title:

SPECTRUM V INVESTMENT MANAGERS' FUND, L.P.

By: SEA V Management LLC
It's General Partner

By: _____
Name:
Title:

SEI V RCN CABLE AIV, L.P.

By: Spectrum Equity Associates V, L.P.
It's General Partner

By: SEA V Management LLC
It's General Partner

By: _____
Name:
Title:

[Signature Page to Yankee Cable Partners Warrant Purchase Agreement]

SCHEDULE A
(as of August 26, 2010)

INVESTORS

Investor and Address	Class A Common Units Issuable Pursuant to Warrants to be Purchased at the Closing	Class A Common Units Issuable Pursuant to Additional Warrants	Warrant Purchase Price Per Class A Common Unit Issuable Pursuant to Warrants	Aggregate Purchase Price
Spectrum V Investment Managers' Fund, L.P. [redacted] Spectrum Equity Investors One International Place 29th Floor Boston MA 02110 With a copy to: [redacted] Spectrum Equity Investors 333 Middlefield Road, Suite 200 Menlo Park CA 94025	47,535,799	47,535,799	[redacted]	[redacted]
SEI V RCN Cable AIV, L.P. [redacted] Spectrum Equity Investors One International Place 29th Floor Boston MA 02110 With a copy to: [redacted] Spectrum Equity Investors 333 Middlefield Road, Suite 200 Menlo Park CA 94025	224,473	224,473	[redacted]	[redacted]
Total	**47,760,272**	**47,760,272**	[redacted]	[redacted]

SCHEDULE B

Form of Warrant

THE SECURITIES REPRESENTED BY THIS UNIT PURCHASE WARRANT HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR APPLICABLE STATE LAWS. UNLESS OTHERWISE PERMITTED IN WRITING BY THE COMPANY, SUCH SECURITIES MAY NOT BE SOLD, TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT IN ACCORDANCE WITH THE LLC AGREEMENT (AS DEFINED BELOW) AND MEMBERS AGREEMENT (AS DEFINED BELOW) AND UNLESS THE REGISTRATION PROVISIONS OF SAID ACT AND LAWS HAVE BEEN COMPLIED WITH OR UNLESS THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL (ACCEPTABLE TO THE COMPANY) THAT SUCH REGISTRATION IS NOT REQUIRED (WHICH SUCH OPINION REQUIREMENT MAY BE WAIVED BY THE COMPANY IN ITS SOLE DISCRETION).

UNIT PURCHASE WARRANT

Warrant No.: W-[ ]
Date of Issuance: [ ], 2010
Class of Unit: Class A Common Units of the Company (the "Class A Common Units")

FOR VALUE RECEIVED, Yankee Cable Partners, LLC, a Delaware limited liability company (the "Company"), hereby grants to [_____] ("Investor") or its permitted assigns (the "Registered Holder") the right to subscribe for and purchase from the Company [ ] Class A Common Units at an exercise price equal to the Base Price, all subject to the terms, provisions, conditions and adjustments herein set forth. This Unit Purchase Warrant (this "Warrant") is issued pursuant to the terms of the Warrant Purchase Agreement dated as of August 26, 2010 between the Company, the Investor and the other parties thereto (as amended from time to time, the "Purchase Agreement"). The amount and kind of securities to be received pursuant to the rights granted hereunder are subject to adjustment pursuant to the provisions contained in this Warrant.

This Warrant is subject to the following provisions:

1. **Definitions.** The following terms have meanings set forth below:

(a) "Approved Sale" has the meaning set forth in the Members Agreement.

(b) "Base Price" means $.001 per Class A Common Unit, which shall be subject to adjustment as provided in this Warrant.

(c) "Board of Directors" has the meaning set forth in the Purchase Agreement.

(d) "Common Units" has the meaning set forth in the LLC Agreement.

(e) "Company" has the meaning set forth in the introductory paragraph.

(f) "Investor" has the meaning set forth in the introductory paragraph.

(g) "LLC Agreement" means the Amended and Restated Limited Liability Company Agreement of the Company, dated as of August 26, 2010, by and among the Company and the members and warrant holders of the Company party thereto, as subsequently amended, restated or otherwise modified from time to time.

(h) "Members Agreement" means the Members Agreement, dated as of August 26, 2010, by and among the Company and the members and warrant holders of the Company named therein, as subsequently amended, restated or otherwise modified from time to time.

(i) "Purchase Agreement" has the meaning set forth in the introductory paragraph.

(j) "Registered Holder" has the meaning set forth in the introductory paragraph.

(k) "Registration Rights Agreement" means the Registration Rights Agreement, dated as of August 26, 2010, by and among the Company and the members and warrant holders of the Company party thereto, as subsequently amended, restated or otherwise modified from time to time.

(l) "Warrant" has the meaning set forth in the introductory paragraph.

(m) "Warrant Units" means the Class A Common Units issuable upon the exercise of this Warrant; provided that if there is a change such that the securities issuable upon exercise of this Warrant are issued by an entity other than the Company or there is a change in the class of securities so issuable, then the term "Warrant Units" shall mean one share of the security issuable upon exercise of this Warrant if such security is issuable in shares, or shall mean the smallest unit in which such security is issuable if such security is not issuable in shares.

2. **Exercise of Warrants.**

(a) Exercise; Required Approvals. The Registered Holder may exercise, and the Company may require the Registered Holder to exercise, in whole and not in part, the purchase rights represented by this Warrant until the earlier of: (i) the fifteenth (15th) anniversary of the Date of Issuance set forth above (the "Expiration Date"), provided, that the Expiration Date may be extended for three (3) successive five (5) year periods at the election of the Investor by written notice to the Company prior to the expiration of then applicable period, (ii) an Approved Sale, and (iii) dissolution of the Company pursuant to Article X of the LLC Agreement. Unless this Warrant is sold in connection with an Approved Sale, this Warrant shall be deemed to have been automatically exercised (or deemed exercised) upon any such Approved Sale pursuant to and in accordance with the Members Agreement and as described in the last sentence of this Section 2(a). This Warrant may not be exercised except as specified below in Section 2(b). Notwithstanding anything to the contrary in this Warrant, this Warrant shall not be exercisable by the Registered Holder, the Company shall not be permitted to require that the Registered Holder exercise this Warrant, and this Warrant shall not be deemed to have been automatically exercised upon an Approved Sale, unless in any such event all regulatory approvals determined by the Company to be reasonably necessary in connection with such exercise and the Registered

Holder's ownership of any Class A Common Units shall have been received by the Company, in form and substance satisfactory to the Company. In the event that this Warrant would have been deemed to have been automatically exercised upon an Approved Sale, but for the application of the preceding sentence, then the Registered Holder shall nevertheless be entitled to participate in the proceeds of such Approved Sale as if this Warrant had been exercised immediately prior to such Approved Sale, and after taking into account any exercise price that would have been paid upon such exercise.

(b) Exercise Procedure.

(i) This Warrant shall be deemed to have been exercised on the date that the Company has received all of the following items (the "Exercise Time"), which items the Company may require the Registered Holder to deliver on a date designated by the Company with at least ten (10) business days prior notice from the Company to the Registered Holder:

(A) a completed Exercise Notice, as described in Section 2(c), duly executed by the Registered Holder;

(B) the aggregate exercise price for the number of Class A Common Units being purchased (an amount equal to the product of the Base Price multiplied by the number of Class A Common Units being purchased); and

(C) joinders to the LLC Agreement, the Members Agreement and the Registration Rights Agreement, to the extent the Registered Holder is not already a party thereto.

(ii) Promptly following exercise of this Warrant, the Company shall update Schedule B to the LLC Agreement and Schedule I to the Members Agreement to reflect the Registered Holder's ownership of the Class A Common Units issued upon such exercise. Upon the expiration or proper exercise of all of the purchase rights represented hereby, all rights of the Registered Holder represented by this Warrant shall terminate.

(iii) The issuance of Class A Common Units upon exercise of this Warrant shall be made without charge to the Registered Holder for any issuance tax in respect thereof or other cost incurred by the Company in connection with such exercise and the related issuance of Class A Common Units. Each Class A Common Unit issuable upon exercise of this Warrant shall be subject to the terms and conditions of the LLC Agreement, the Members Agreement and the Registration Rights Agreement, to which agreements the Registered Holder shall become a party (in each case, to the extent set forth in Section 1(a)(iii) of the Purchase Agreement) by executing joinders thereto to the extent such Registered Holder is not already a party thereto.

(iv) The Company and the Registered Holder shall use their respective reasonable best efforts to make any filings or obtain any authorizations required by any federal, state or local authority prior to or in connection with any exercise of all or part of this Warrant (including, without limitation, making any filings required to be made by the Company).

(v) The Company shall at all times reserve and keep available out of its authorized but unissued Class A Common Units, solely for the purpose of issuance upon the exercise of this Warrant, such maximum number of Class A Common Units as are issuable upon the exercise of all outstanding Warrants. The Company shall take all such actions as may be necessary to assure that all such Class A Common Units may be so issued without violation by the Company of any applicable law or governmental regulation or any requirements of any domestic securities exchange upon which Class A Common Units (or securities issuable therefor) may be listed.

(c) Exercise Notice. The Exercise Notice shall be substantially in the form set forth in Annex 1 hereto, except that, subject to compliance with the transfer restrictions set forth herein and in the Purchase Agreement, the LLC Agreement and the Members Agreement, if the Class A Common Units are not to be issued in the name of the person in whose name this Warrant is registered, the Exercise Notice shall also state the name of the person to whom the certificates for the Class A Common Units are to be issued to the extent permitted hereunder and under the Members Agreement and LLC Agreement, and if the number of Class A Common Units to be issued does not include all the Class A Common Units purchasable hereunder, it shall also state the name of the person to whom a new Warrant for the unexercised portion of the rights hereunder is to be delivered to the extent permitted hereunder and under the Members Agreement and LLC Agreement. Such Exercise Notice shall be dated the actual date of execution thereof.

3. **Adjustment of Number of Units.** In order to prevent dilution of the rights granted under this Warrant, the number of Class A Common Units obtainable upon exercise of this Warrant shall be subject to adjustment from time to time as provided in this Section 3.

(a) Dividend, Subdivision, Combination or Reclassification of Class A Common Units. If the Company shall, at any time or from time to time, prior to exercise of this Warrant: (i) pay a dividend or otherwise make a distribution on the outstanding Class A Common Units payable in Common Units; (ii) subdivide the outstanding Class A Common Units into a larger number of units; (iii) combine the outstanding Class A Common Units into a smaller number of units; or (iv) issue any Common Units in a reclassification of the Common Units (other than any such event for which an adjustment is made pursuant to another clause of this Section 3), then, and in each such case, the Base Price and the number of Class A Common Units exercisable hereunder in effect immediately prior to such event shall be adjusted (and any other appropriate actions shall be taken by the Company) so that the Registered Holder shall thereafter be entitled to receive, upon the exercise of this Warrant, the number of Class A Common Units or other securities of the Company that the Registered Holder would have owned or would have been entitled to receive upon or by reason of any of the events described above, had this Warrant been exercised immediately prior to the occurrence of such event.

(b) Reorganization, Reclassification, Consolidation, Merger or Sale. Prior to the consummation of any recapitalization, reorganization, reclassification, consolidation, merger, sale of all or substantially all of the Company's assets to another person or other transaction which is effected in such a way that holders of Class A Common Units are entitled to receive (either directly or upon subsequent liquidation) stock, units, securities or assets with respect to or in exchange for Class A Common Units, the Company shall make appropriate provision (in the

reasonable judgment of the Board of Directors) to insure that the Registered Holder shall thereafter have the right to acquire and receive in lieu of or in addition to (as the case may be) the Class A Common Units immediately theretofore acquirable and receivable upon the exercise (or deemed exercise) of such holder's Warrant, such shares of stock, units, securities or assets as may be issued or payable with respect to or in exchange for the number of Class A Common Units immediately theretofore acquirable and receivable upon exercise (or deemed exercise) of such holder's Warrant had such recapitalization, reorganization, reclassification, consolidation, merger, sale or other transaction not taken place.

(c) Other Adjustments. If any event occurs of the type contemplated by the provisions of this Section 3 but not expressly provided for by such provisions, then the Board of Directors shall make an appropriate adjustment, exercising its reasonable judgment, in the number of Class A Common Units obtainable upon exercise (or deemed exercise) of this Warrant and in the Base Price so as to protect the rights of the holders of the Warrants.

4. **No Rights as Member.** Prior to the exercise of this Warrant and except as otherwise specifically provided herein or in the LLC Agreement, the Members Agreement or the Registration Rights Agreement, this Warrant shall not entitle the holder hereof to any rights as or obligations pertaining to a member of the Company. The Company and the Registered Holder agree that the Registered Holder shall be treated for tax purposes as a Member of the Company and the holder of the Warrant Units as of the Date of Issuance, whether or not this Warrant is exercised in accordance with this Warrant and the Purchase Agreement, and the Company and the Registered Holder agree to file their tax returns accordingly and the Registered Holder shall be entitled to Tax Advances pursuant to and in accordance with the LLC Agreement.

5. **Transfer of Warrant and Class A Common Units.**

(a) Compliance with Securities Laws on Transfer. This Warrant and the Class A Common Units (and the securities issuable, directly or indirectly, upon reclassification, exchange or substitution of the Class A Common Units, if any) may not be transferred or assigned in whole or in part without compliance with applicable federal and state securities laws by the transferor and the transferee (including, without limitation, the delivery of investment representation letters and legal opinions reasonably satisfactory to the Company, as reasonably requested by the Company).

(b) Transfers Prohibited. The Registered Holder may not transfer this Warrant and/or the Class A Common Units to any other Person except in compliance with the Purchase Agreement, the Members Agreement and the LLC Agreement.

6. **Miscellaneous.**

(a) Replacement. Upon receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of any certificate evidencing this Warrant, and in the case of any such loss, theft or destruction, upon receipt of an indemnity reasonably satisfactory to the Company, or in the case of any such mutilation, upon surrender and cancellation of such certificate, the Company shall execute and deliver in lieu of such certificate

a new certificate of like tenor and dated the date of such lost, stolen, destroyed or mutilated certificate.

(b) Notice. All notices or other communications provided for in this Agreement shall be in writing and shall be delivered in accordance with the terms of Section 6 of the Purchase Agreement.

(c) Amendment and Waiver. Except as otherwise provided herein, the provisions of this Warrant may be amended and the Company may take any action herein prohibited, or omit to perform any act herein required to be performed by it, only if the Company has obtained the written consent of the Registered Holder.

(d) Headings; Governing Law. The descriptive headings of the Sections and paragraphs of this Warrant are inserted for convenience only and do not constitute a part of this Warrant. The laws of the State of Delaware shall govern all issues concerning the relative rights of the Company and its members, without regard to principles of conflicts of law.

(e) Entire Agreement. This Warrant, the Purchase Agreement and, when entered into by the Registered Holder, the LLC Agreement, Members Agreement and Registration Rights Agreement, constitute the entire agreement between the Company and the Registered Holder with respect to this Warrant and the Class A Common Units.

(f) Waiver of Jury Trial. EACH PARTY TO THIS WARRANT HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION (I) ARISING UNDER THIS WARRANT OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS WARRANT OR ANY OF THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE. EACH PARTY TO THIS WARRANT HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES TO THIS WARRANT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS WARRANT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(g) Submission to Jurisdiction. ANY AND ALL SUITS, LEGAL ACTIONS OR PROCEEDINGS ARISING OUT OF THIS WARRANT SHALL BE BROUGHT IN THE COURTS OF THE STATE OF DELAWARE OR THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE AND EACH PARTY TO THIS WARRANT HEREBY SUBMITS TO AND ACCEPTS THE EXCLUSIVE JURISDICTION OF SUCH COURTS FOR THE PURPOSE OF SUCH SUITS, LEGAL ACTIONS OR PROCEEDINGS. IN ANY SUCH SUIT, LEGAL ACTION OR PROCEEDING, EACH PARTY TO THIS WARRANT WAIVES PERSONAL SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER PROCESS AND AGREES THAT SERVICE THEREOF MAY BE MADE BY CERTIFIED OR REGISTERED MAIL DIRECTED TO IT AT ITS ADDRESS SET FORTH IN THE BOOKS AND RECORDS

OF THE COMPANY. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OR ANY SUCH SUIT, LEGAL ACTION OR PROCEEDING IN ANY SUCH COURT AND HEREBY FURTHER WAIVES ANY CLAIM THAT ANY SUIT, LEGAL ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the undersigned has executed this Unit Purchase Warrant as of the date first written above.

YANKEE CABLE PARTNERS, LLC

By:_____
Name:_____
Title:_____

ANNEX 1

EXHIBIT A - EXERCISE NOTICE

To: Yankee Cable Partners, LLC
Dated:_____

The undersigned, pursuant to the provisions set forth in the attached Unit Purchase Warrant (Certificate No. W-_____), hereby agrees to subscribe for the purchase of _____ Class A Common Units covered by such Unit Purchase Warrant and makes payment herewith in full therefor at the Base Price per share provided by such Unit Purchase Warrant in the aggregate amount of $_____.

Name: _____

Address:_____
_____
_____

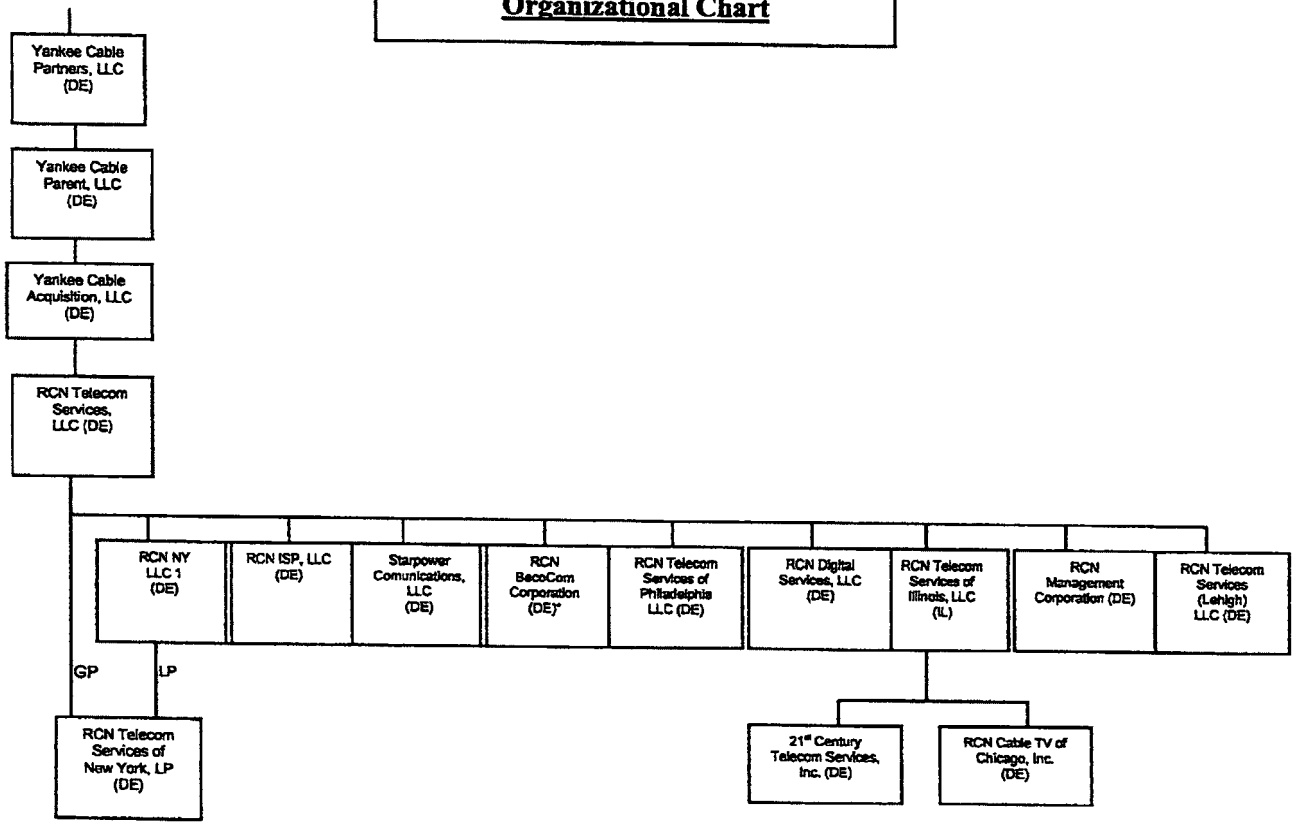
SCHEDULE C

Subsidiaries

Subsidiary	Owner(s) and Percentage Ownership	Jurisdiction of Incorporation / Formation	Foreign Qualification(s)	Trade Name(s) used in the past four months
Yankee Cable Parent, LLC	Yankee Cable Partners, LLC	DE	None	None
Yankee Cable Acquisition, LLC	Yankee Cable Parent, LLC	DE	None	None
RCN Telecom Services, LLC	Yankee Cable Acquisition, LLC	DE	None	None
RCN NY LLC 1	RCN Telecom Services, LLC 100%	DE	None	None
RCN Telecom Services of Illinois, LLC	RCN Telecom Services, LLC 100%	IL	None	None
Starpower Communications, LLC	RCN Telecom Services, LLC 100%	DE	DC, MD, VA	RCN
RCN BecoCom LLC	RCN Telecom Services, LLC 100%	DE	MA	None
RCN Telecom Services of Philadelphia LLC	RCN Telecom Services, LLC 100%	DE	PA	None
RCN Telecom Services (Lehigh) LLC	RCN Telecom Services, LLC 100%	DE	NJ, PA	None
RCN ISP, LLC	RCN Telecom Services, LLC 100%	DE	None	None
RCN Digital Services, LLC	RCN Telecom Services, LLC 100%	DE	NY	None
RCN Management Corporation	RCN Telecom Services, LLC 100%	DE	None	None
21st Century Telecom Services, Inc.	RCN Telecom Services of Illinois, LLC 100%	DE	IL	None
RCN Cable TV of Chicago, Inc.	RCN Telecom Services of Illinois, LLC 100%	DE	IL	None

SCHEDULE D

Organizational Chart



*To be converted from LLC to Corporation before December 2010

SCHEDULE E

Capitalization of the Company

See Schedule B to the Operating Agreement.

SCHEDULE F

FCC Licenses

COMPANY	AUTHORIZATION
RCN Telecom Services (Lehigh) LLC	Domestic Section 214
	International Section 214 (ITC-214-19961004-00490; ITC-214-19970717-00411; ITC-214-19970723-00430; ITC-214-19981002-00679)
	CARS Licenses (WLY-679, WLY-676, KD-55018, KN-2493)
	Earth Stations (E970184, E6527, E060102)
	Antenna Registrations (1204088, 1216981, 1216985, 1217004)
	OVS Certification, FCC Order No. DA 98-1530
RCN Telecom Services, LLC	Wireless Licenses (WNED320, WPEJ607, WPJF656, WPOP380, WPUJ300)
RCN Telecom Services of New York, LP	Domestic Section 214
	International Section 214 (ITC-214-19970707-00384)
	Antenna Registration (1066050)
	OVS Certification, FCC Order No. DA 97-453
	Earth Station (E010323)
RCN Telecom Services of Philadelphia LLC	Domestic Section 214
	International Section 214 (ITC-214-19970707-00379)
	Antenna Registration (1062338)
RCN BecoCom LLC	Domestic Section 214
	International Section 214 (ITC-214-19971027-00661)
	Earth Station (E980466)
	OVS Certification, FCC Order Nos. DA 02-1031, DA 97-454, as modified in DA 97-2672, DA 98-991 and DA 99-2318
STARPOWER COMMUNICATIONS, LLC	Domestic Section 214
	International Section 214 (ITC-214-19980116-00024)
	Earth Station (E990279)
	Antenna Registration (1045201)
	OVS Certification, FCC Order No. DA 98-138
RCN Telecom Services of Illinois, LLC	Domestic Section 214
	International Section 214 (ITC-214-19980731-00532)
	Earth Station (E970384)
RCN Cable TV of Chicago, Inc.	Earth Stations (E990040, E100045)

Attachment B

New York Life Capital Partners and HarbourVest Partners Warrant Purchase Agreement

WARRANT PURCHASE AGREEMENT
(NYL/HV)

This WARRANT PURCHASE AGREEMENT (this "Agreement") is entered into as of August 26, 2010 by and among Yankee Cable Partners, LLC, a Delaware limited liability company (the "Company"), and the Persons listed on Schedule A attached hereto (collectively, the "Investors"). Capitalized terms used and not otherwise defined herein shall have the meanings given to those terms in Section 5 below.

Each Investor desires to purchase from the Company, and the Company desires to sell to such Investor, warrants (the "Warrants") to purchase Class A Common Units in the quantity and for the price set forth opposite such Investor's name on Schedule A attached hereto, upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the Company and the Investors hereby agree as follows:

1. Purchase and Sale of Warrants.

(a) Upon the terms and conditions set forth in this Agreement, on the date hereof, subject to and contemporaneously with the closing of the transactions contemplated by the Merger Agreement (the "Closing"), each Investor shall purchase from the Company, and the Company shall sell to such Investor, Warrants to purchase the number of Class A Common Units set forth opposite such Investor's name on Schedule A attached hereto at the Closing for the Purchase Price. The obligations of the Investors under this Section 1(a) (and elsewhere under this Agreement) are several, and are not joint and several. At the Closing, and at each Additional Closing:

(i) each Investor will deliver the cash consideration to be paid for the Warrants to be purchased at the Closing by such Investor to the Company by a wire transfer of immediately available funds in the aggregate amount of the Purchase Price payable by such Investor in cash,

(ii) the Company will deliver (A) the Warrants to be purchased by such Investor to such Investor, in the form attached hereto as Schedule B and (B) evidence of proper recordation in the books and records of the Company of the Warrants to be purchased by such Investor, and

(iii) each Investor, to the extent it has not done so already, will execute the Members Agreement, thereby becoming a party thereto as a "Warrant Holder", the Operating Agreement, thereby becoming a party thereto as a "Warrant Holder" and execute the Registration Rights Agreement, thereby becoming a party thereto as an "Investor" and a "Preferred Investor" and treated as a holder of "Outside Preferred Investor Registrable Securities".

(b) The proceeds from the purchase and sale of Warrants pursuant to Section 1(a) above shall be used by the Company to finance in part the transactions contemplated by the

Merger Agreement and to pay related fees and expenses. The proceeds from the purchase and sale of Warrants pursuant to Section 3 shall be used by the Company for the purposes identified in the preceding sentence and for reimbursement of obligations owed to the ABRY Entities under the Reimbursement Agreement, including without limitation, "Guaranteed Obligations" under and as defined in the Reimbursement Agreement, for future acquisitions by the Company or any of its Subsidiaries and for other working capital purposes determined by the Board of Directors.

(c) In connection with the purchase and sale of the Warrants (and the Class A Common Units issuable upon exercise thereof) under this Agreement, each Investor, with respect to itself only, represents and warrants to the Company as of the date hereof, and shall represent and warrant to the Company as of the date of any Additional Closing, that the following statements are true and correct:

(i) The Warrants and the Class A Common Units to be acquired by such Investor pursuant to this Agreement will be acquired for such Investor's own account and not with a view to, or intention of, distribution thereof in violation of the Securities Act, any applicable state securities laws or the terms of the Operating Agreement or the Members Agreement, and such Warrants and Class A Common Units will not be disposed of in contravention of any such laws or agreements.

(ii) Such Investor is able to bear the economic risk of the investment in the Warrants and the Class A Common Units for an indefinite period of time, and such Investor understands that the Warrants and the Class A Common Units are subject to the transfer restrictions contained herein and in the Operating Agreement, the Registration Rights Agreement and the Members Agreement and have not been registered under the Securities Act.

(iii) Such Investor has had an opportunity to ask questions and receive answers concerning the terms and conditions of the offering of the Warrants and the Class A Common Units and has had full access to such other information concerning the Company as such Investor has requested. Such Investor has reviewed, or has had an opportunity to review copies of, each of the Related Agreements that the Company is entering into on the date of this Agreement.

(iv) Each of this Agreement, the Operating Agreement, the Members Agreement and the Registration Rights Agreement constitutes, or upon the execution thereof by the Investor will constitute, the legal, valid and binding obligation of such Investor, enforceable against such Investor in accordance with its terms (except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and limitations on the availability of equitable remedies), and the execution, delivery, and performance of each such agreement by such Investor does not and will not conflict with, violate, or cause a breach of any agreement, contract, or instrument to which such Investor is a party or any judgment, order, or decree to which such Investor is subject.

(v) Such Investor is an "Accredited Investor" as defined in Regulation D under the Securities Act and such Investor considers itself to be an experienced and sophisticated investor and to have such knowledge and experience in financial and business matters as are necessary to evaluate the merits and risks of an investment in the Warrants and the Class A Common Units. Such Investor acknowledges and understands that an investment in the Warrants and the Class A Common Units involves substantial risks and such Investor is able to bear the economic risks of an investment in the Warrants and the Class A Common Units pursuant to the terms hereof, including the complete loss of such Investor's investment in the Warrants and the Class A Common Units.

(d) In connection with the purchase and sale of the Warrants (and the Class A Common Units issuable upon exercise thereof) under this Agreement, the Company represents and warrants to each Investor as of the date hereof that the following statements are true and correct:

(i) Organization, Power. Each of the Company and its Subsidiaries is a limited liability company, limited partnership or corporation duly organized, validly existing and in good standing under the laws of its state of incorporation or formation and is qualified to do business and in good standing in every jurisdiction in which the ownership, lease or operation of its properties or the nature of its business requires such qualification or authorization except in each case where the failure to do so would not, or would reasonably be expected not to, have a Material Adverse Effect. Each of the Company and its Subsidiaries has the requisite company power and authority to own or lease and operate its properties and to carry on its businesses as now being and hereafter proposed to be conducted and, in the case of the Company, to carry out the transactions contemplated by the Related Agreements.

(ii) Subsidiaries. The legal names of each of the Subsidiaries of the Company, their respective jurisdictions of organization, the number of units of each class of their Capital Securities authorized and the number outstanding and the number of units covered by all outstanding options, warrants, rights of conversion or purchase and similar rights, and their equity holders, in each case, as of the date hereof, are accurately set forth on Schedule C attached hereto. All Capital Securities of each Subsidiary of the Company (A) that is a corporation are duly and validly issued and are fully paid and non-assessable and (B) that is a limited partnership or a limited liability company are duly and validly issued without any obligation to make additional capital contributions and in each case, are owned, of record and beneficially, by the Company, directly or indirectly.

(iii) Authority; Enforceability. The Company has the power and authority to, and has taken all necessary limited liability company action to authorize it to, execute, deliver, and perform its obligations under each of the Related Agreements in accordance with the terms hereof and thereof and to consummate the transactions contemplated hereby and thereby. Each of the Related Agreements has been duly executed and delivered by the Company, and is a legal, valid and binding obligation of the Company, enforceable in accordance with its terms except to the extent that the enforceability thereof may be limited by applicable bankruptcy, insolvency,

reorganization or similar laws affecting the enforcement of creditor's rights generally or by general principles of equity (regardless of whether such enforcement is considered in a proceeding in equity or at law).

(iv) Non-Contravention. The execution, delivery and performance by the Company of the Related Agreements does not (A) conflict with or result in a breach of the terms, conditions or provisions of, (B) constitute a default under, (C) result in the creation of any lien, security interest, charge or encumbrance upon the Company's or any of its Subsidiary's assets pursuant to, (D) give any third party the right to modify, terminate or accelerate any obligation under, (E) result in a violation of, or (F) require any authorization, consent, approval, exemption or other action by or notice or declaration to, or filing with, any Person (other than any governmental authorities) pursuant to, the Operating Agreement or any law, statute, rule or regulation to which the Company or any of its Subsidiaries is subject or any agreement, instrument, order, judgment or decree to which the Company or any of its Subsidiaries is subject, except where such conflict, breach, default, creation, right, violation or requirement would not have a Material Adverse Effect.

(v) Capitalization.

(A) An accurate organizational chart, showing the ownership structure of the Company and its Subsidiaries on the date hereof, and after giving effect to the transactions contemplated by the Related Agreements and the Merger Agreement, is set forth on Schedule D attached hereto.

(B) Immediately following the Closing, (x) the authorized and issued Capital Securities of the Company will consist of (I) an unlimited number of Class A Common Units, of which 213,048,174 Class A Common Units will be issued and outstanding, and (II) 54,056,356 Class B Common Units, all of which Class B Common Units will be issued and outstanding at or immediately following the Closing, and (y) except as described in reasonable detail in Schedule E attached hereto, there are no options for, rights to acquire, agreements to issue, or securities exercisable for or convertible into Capital Securities of the Company. Schedule E attached hereto sets forth, as of the date hereof after giving effect to the transactions contemplated by the Related Agreements, a true and complete list of all members of the Company and its Subsidiaries and the number and class of Capital Securities held by each as well as the capital account interests of each member and each member's percent of total voting interests. The Warrants to be issued hereunder have been duly authorized and issued and are free of any preemptive or similar rights of members. The offer and sale of all of the securities listed on Schedule E attached hereto issued on or prior to the date hereof complied with or were exempt from all applicable federal and state securities laws and there are no rights of rescission or damages with respect thereto. Except as described in reasonable detail in Schedule E attached hereto and except as contemplated by the Related Agreements, (1) the Company is not subject to any obligation (contingent or otherwise) to repurchase or otherwise acquire or retire any Capital Securities or any convertible securities, rights,

options or warrants, (2) the Company is not a party to any agreement granting registration rights to any person with respect to any of its equity or debt securities, and (3) the Company is not a party to, and it has no knowledge of, any agreement restricting the voting or transfer of any Capital Securities of the Company.

(vi) Offering of Securities. Neither the Company nor any agent acting on its behalf has, directly or indirectly, offered the Warrants or any similar security of the Company for sale to, or solicited any offers to buy the Warrants or any similar security of the Company from, or otherwise approached or negotiated with respect thereto with, any Person other than institutional investors, and neither the Company nor any agent acting on its behalf has taken or will take any action which would subject the issuance or sale of the Warrants and the Class A Common Units upon exercise thereof to the provisions of Section 5 of the Securities Act or to the provisions of any securities or "Blue Sky" law of any applicable jurisdiction.

(vii) Brokerage. There are no claims for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by the Related Agreements based on any arrangement or agreement binding upon the Company or any of its Subsidiaries. The Company will pay, and hold each Investor harmless against, any liability, loss or expense (including reasonable attorneys' fees and out-of-pocket expenses) arising in connection with any such claim.

(viii) Other Representations and Warranties. The representations and warranties made by the Company (or its Subsidiaries, if applicable) in the Credit Agreement and the Merger Agreement, were true and correct in all material respects when made and shall be true and correct in all material respects at and as of the time of the Closing, both before and immediately after giving effect to the transactions contemplated hereby and thereby.

(ix) Effectiveness of Other Agreements. Each of the Merger Agreement, the Credit Agreement, and the Related Agreements are in full force and effect.

(x) Conduct of Business; Liabilities. Prior to the Closing, neither the Company nor any of its Subsidiaries has or will have conducted any business, or incurred any material expenses, obligations or liabilities, other than in connection with the negotiation of the Merger Agreement, the preparation to consummate the transactions contemplated by the Merger Agreement and to operate the businesses to be acquired pursuant thereto, the financing of such transactions and related expenses, and matters incidental thereto.

(xi) Investment Agreements. Other than with respect to the Related Agreements, the Management Agreement (as defined in the Operating Agreement), and the Warrant Purchase Agreements to which the Company is a party with Spectrum (as defined in the Operating Agreement) and its Affiliates, a copy of which has been provided to the Investors, the Company has not entered into any side letter or similar agreement with any other Warrant Holder or Unitholder on or prior to the date hereof that

has the effect of establishing rights of benefiting such Warrant Holder (in its capacity as a Warrant Holder) or Unitholder (in its capacity as a Unitholder) in a manner more favorable in any material respect to such Warrant Holder or Unitholder than the rights and benefits established in favor of the Investors by the Related Agreements.

(xii) Enforceability; Necessary Authorizations.

(A) The execution, delivery, and performance of the Related Agreements in accordance with their respective terms and the consummation of the transactions contemplated hereby and thereby do not and will not (i) violate any Applicable Law, (ii) conflict with, result in a breach of, or constitute a default under the certificate of incorporation or formation or by-laws, partnership agreement or operating agreement of the Company or any of its Subsidiaries or under any indenture, agreement or other instrument to which the Company or any of its Subsidiaries is a party or by which the Company or any of its Subsidiaries or any of its properties is bound or (iii) result in or require the creation or imposition of any lien upon or with any assets or property of the Company or any of its Subsidiaries except Permitted Liens.

(B) The Company and each of its Subsidiaries has obtained all Necessary Authorizations, and all such Necessary Authorizations are in full force and effect except, other than with respect to the issuance and sale of the Warrants, where failure to obtain such Necessary Authorizations, or the failure of such Necessary Authorizations to be in full force and effect, could not reasonably be expected to have a Material Adverse Effect. None of such Necessary Authorizations is the subject of any pending or, to the knowledge of the Responsible Officers of the Company and its Subsidiaries, threatened, amendment, termination, revocation or adverse judgment, decree or order issued by the grantor of the Necessary Authorization except, other than with respect to the issuance and sale of the Warrants, where the amendment, termination, revocation or adverse judgment, decree or order by the grantor of such Necessary Authorizations could not reasonably be expected to have a Material Adverse Effect.

(C) The Company and each of its Subsidiaries has duly and timely filed all material reports, certificates, notices, statements and filings, and paid all required regulatory fees in accordance with Applicable Law, and are in all respects in compliance therewith, in each case, except any such failure to comply, file or pay which has not had, and could not reasonably be expected to have, a Material Adverse Effect.

(D) The Company and each of its Subsidiaries has received, and is in all respects in compliance with, all FCC Licenses, State PUC Licenses and the Applicable Laws, except any such failure to comply which has not had, and could not reasonably be expected to have, a Material Adverse Effect.

(E) No Responsible Officer of the Company or any of its Subsidiaries has any knowledge of any event or circumstance constituting (i) noncompliance (or

any Person alleging noncompliance) with the Communications Laws or (ii) noncompliance (or any Person alleging noncompliance) with any applicable State Telecommunications Laws, except, in the case of each of (i) and (ii), any noncompliance which has not, and could not reasonably be expected to have, a Material Adverse Effect.

(xiii) Offering of Warrants. Neither the Company nor any agent acting on its behalf has, directly or indirectly, offered the Warrants or any similar security of the Company for sale to, or solicited any offers to buy the Warrants or any similar security of the Company from, or otherwise approached or negotiated with respect thereto with, any Person other than institutional investors, and neither the Company nor any agent acting on its behalf has taken or will take any action which would subject the issuance or sale of the Warrants to the provisions of Section 5 of the Securities Act or to the provisions of any securities or "Blue Sky" law of any applicable jurisdiction.

(xiv) Litigation. There is no pending or threatened claim, legal action, or other administrative proceeding or any order, complaint, decree or judgment involving the Transactions, the Company or any of its Subsidiaries before the FCC, any PUC, or any Local Franchising Authority with which the Company or any of its Subsidiaries has a Franchise which have had, or are reasonably likely to have, a Material Adverse Effect

2. Conditions to Closing. Each Investor's obligation to purchase and pay for the Warrants to be purchased by such Investor at the Closing is subject to the satisfaction or waiver by such Investor, at or before the Closing, of all of the following conditions, and each Investor's obligation to purchase and pay for the Additional Warrants to be purchased by such Investor at any Additional Closing is subject to the satisfaction or waiver by such Investor, at or before such Additional Closing, of the conditions set forth in the following clause (d):

(a) The representations and warranties made by the Company in this Agreement shall be true and correct when made and at and as of the time of the Closing, both before and immediately after giving effect to the transactions contemplated hereby.

(b) All conditions precedent to the closing and consummation of the transactions contemplated by the Merger Agreement (except to the extent waived by the Company or its applicable Subsidiary with the prior written consent of each Investor) and the Credit Agreement (except to the extent waived with the prior written consent of the Investors), in each case, as set forth therein, shall have been satisfied or waived in accordance with the terms thereof, and each such agreement shall be in full force and effect; provided, that each Investor shall have received notice of any waivers provided under any of the foregoing agreements and all such information as such Investors may reasonably request as to the basis for any such waivers.

(c) The Company shall have delivered to such Investor a certificate of the chief executive officer or the chief financial officer or a vice president of the Company, dated the date of the Closing, to the effect set forth in clauses (a) and (b) above.

(d) The purchase of and payment for the Warrants to be purchased by such Investor on the terms and conditions herein provided (including the use of the proceeds from the

sale of such Warrants) shall not (i) violate any applicable law or governmental regulation or cause the revocation or suspension of any Necessary Authorization, and (ii) shall not subject such Investor to any tax, penalty, liability or other onerous condition under or pursuant to any applicable law or governmental regulation, and such Investor shall have received such certificates or other evidence as it may reasonably request to establish compliance with this condition. All Necessary Authorizations shall have been issued or made, shall be final and in full force and effect and shall be in form and substance reasonably satisfactory to such Investor.

(e) All proceedings taken or to be taken in connection with the transactions contemplated hereby and all documents incident hereto shall be reasonably satisfactory in substance and form to such Investor, and such Investor shall have received all such counterpart originals or certified or other copies of the Operating Agreement, the Members Agreement, the Registration Rights Agreement and such other documents as it may reasonably request.

(f) Such Investor shall have received from Edwards Angell Palmer & Dodge LLP, who is acting as special corporate counsel for the Company, a favorable opinion as of the Closing reasonably satisfactory to such Investor. The Company, by its execution hereof, hereby requests and authorizes such special counsel to render such opinion.

(g) Such Investor shall have received from Wiltshire & Grannis LLP, who is acting as special FCC counsel for the Company, a favorable opinion as of the Closing reasonably satisfactory to such Investor. The Company, by its execution hereof, hereby requests and authorizes such special counsel to render such opinion.

(h) Each of the Operating Agreement, the Members Agreement and the Registration Rights Agreement shall have been executed and delivered by each party thereto other than such Investor.

3. Additional Closings; Defaults; Deficiency Drawdowns.

(a) Additional Closings. Subject to the terms and conditions of this Agreement, the Company shall have the right to require that the Investors purchase, and upon the Company's exercise of such right the Investors shall purchase, the Additional Warrants at one or more additional closings (each, an "Additional Closing"). The Company shall provide at least fifteen (15) Business Days written notice of any Additional Closing to each Investor, which notice shall set forth the number of Class A Common Units issuable upon exercise of the Additional Warrants to be purchased by such Investor at such Additional Closing. No Investor shall be obligated to purchase Additional Warrants at an Additional Closing after the date that is twelve (12) months following the Closing. Schedule A to this Agreement shall be updated to reflect the number of Class A Common Units issuable upon exercise of the Additional Warrants purchased at each such Additional Closing, and the remaining number of Class A Common Units issuable upon exercise of the Additional Warrants, if any, shall be reduced accordingly. Notwithstanding anything to the contrary set forth in this Agreement, to the extent that an Investor shall have exercised any of its Warrants prior to an Additional Closing, then in any Additional Closing or deficiency drawdown pursuant to Section 3(c) subsequent to such exercise such Investor instead of purchasing Additional Warrants shall purchase directly the Class A Common Units of the Company that such Investor would have purchased indirectly by purchasing an Additional

Warrant hereunder (the "Additional Units") and the provisions of this Section 3 and this Agreement shall apply, *mutatis mutandis*, to purchases of such Additional Units, including without limitation Schedule A to this Agreement as updated pursuant to the preceding sentence to reflect a corresponding reduction in Additional Warrants.

(b) Defaults.

(i) Upon any failure by an Investor to purchase all of the Additional Warrants required to be purchased by it in the applicable Additional Closing, the Company shall give prompt written notice to such Investor as to such failure. In the further event that such Investor does not purchase all of the Additional Warrants required to be purchased by it at such Additional Closing on or before the date that is ten (10) Business Days after the Company has given notice to such Investor of its failure to make such payment, then at 5:00 p.m. upon that tenth (10th) Business Day, such Investor shall be regarded as a "Defaulting Investor" hereunder. The Board of Directors may, in its discretion, pursue one or more of the following alternatives with respect to a Defaulting Investor:

(A) Impose a Default Charge upon the Defaulting Investor pursuant to Section 3(b)(ii) below;

(B) Offer all of the Defaulting Investor's Warrants to the other Members and Warrant Holders for purchase, in proportion to the other Members' and Warrant Holders' relative holdings of Points, treating all then-outstanding Warrants as having been exercised for purposes of such calculation (with Members and Warrant Holders accepting offers being permitted to take up offers declined by other Members and Warrant Holders in proportion to their Points, as determined pursuant to the preceding clause), at a price equal to the lesser of the then Fair Market Value of such interest or the pre-default balance in the Defaulting Investor's Capital Account attributable to such Class A Common Units, subject to such other terms as the Board of Directors in its discretion shall determine, provided that the purchasing Members and Warrant Holders agree to assume the obligation to purchase all of the Additional Warrants of the Defaulting Investor;

(C) Accept a late purchase of Additional Warrants from the Defaulting Investor, with interest at the Default Rate, in satisfaction of its then-outstanding obligation to purchase Additional Warrants hereunder, if the Board of Directors determines in its sole discretion that such a late purchase will not jeopardize the activities and operations of the Company;

(D) Pursue and enforce all of the Company's other rights and remedies against the Defaulting Investor, including but not limited to the commencement of a lawsuit to collect the unpaid Purchase Price, interest, costs (including costs of collection and reasonable attorneys' fees), and reimbursement (with interest at the Default Rate) for any other damages suffered by the Company; or

(E) Until such time as the default in question is cured, revoke any rights and privileges such Defaulting Investor has pursuant to (i) Section 2 (Observer Rights and Board Rights), Section 4(a) (Tag Along Rights), Section 7 (Preemptive Rights), Section 8 (First Offer Rights), Section 11 (Information Rights), and Section 12 (Other Covenants) of, or as a "Continuing Holder" under, the Members Agreement, (ii) Section 3.1 (Board of Directors) and Section 9.1 (Access to Books and Records) of the Operating Agreement, and (iii) Section 1 (Demand Registrations) and Section 2 (Piggyback Registrations) of, and as a "Preferred Investor" under, the Registration Rights Agreement.

If a Defaulting Investor's interest in the Company is sold pursuant to clause (B) above, or if the Board of Directors exercises its discretion to accept a late contribution pursuant to clause (C) above, the Board of Directors shall not impose a Default Charge pursuant to clause (A) above. Otherwise, the remedies set forth above shall be cumulative, and the use by the Board of Directors of one or more of them against a Defaulting Investor shall not preclude the use of any other such remedy.

(ii) The Investors agree that the damages suffered by the Company as the result of any failure by an Investor to make a payment that is required by Section 3 of this Agreement cannot be estimated with reasonable accuracy. As liquidated damages for such default (which each Investor hereby agrees are reasonable) and subject to Section 3(b)(i), the Board of Directors may, in its sole discretion, cause the Unreturned Capital Value and Capital Account of a Defaulting Investor relating to such Defaulting Investor's Warrants immediately before default under this Section 3 to be reduced by fifty percent (50%) of such Unreturned Capital Value and Capital Account (the "Default Charge"). The Unreturned Capital Value and Capital Account of each Member and Warrant Holder (other than a Defaulting Investor) shall be deemed to be increased by such Member's and Warrant Holder's proportionate share, based on the Members' and Warrant Holders' (other than a Defaulting Investor) relative holdings of Class A Common Units (on an as-converted basis), of the Default Charge, in an aggregate amount equal to the Default Charge. For purposes of the preceding sentence: (x) if the applicable Capital Account of the Defaulting Investor otherwise would be reduced below zero by the imposition of the full amount of any Default Charge, such Person's Capital Account shall be reduced to zero and any excess of the full amount of the Default Charge over the amount of such Person's Capital Account immediately before such reduction shall be carried over and applied to reduce such Person's Capital Account at such subsequent time or times as the amount of such Person's Capital Account otherwise would be increased; and (y) any increase in Unreturned Capital Value amounts or Capital Accounts of Members and Warrant Holders (other than a Defaulting Investor) as the result of the imposition of a Default Charge shall occur only at such time or times as the corresponding reductions in the Defaulting Investor's Unreturned Capital Value or Capital Account occur. No increases in any Investor's Unreturned Capital Value or Capital Account occurring as the result of a default under this Section 3 shall increase or decrease such Investor's then-remaining obligation to purchase Additional Warrants. Upon the imposition of a Default Charge, the Defaulting Investor's obligation to purchase Additional Warrants shall not be reduced by the amount of the unpaid Purchase Price from that Defaulting Investor that resulted in its default under this Section 3, and the imposition of a Default Charge or any

other remedy under this Section 3(b) shall not relieve any Defaulting Investor of its obligation to purchase its Additional Warrants in subsequent Additional Closings.

(c) Deficiency Drawdowns. The Company may, but shall not be obligated to, require that each Investor other than a Defaulting Investor purchase such Defaulting Investor's Additional Warrants or Additional Units (or Warrants therefor), in each case pro rata based on such Investor's relative holdings of Class A Common Units (on an as-converted basis); provided, that (A) in no event shall the aggregate number of Class A Common Units issuable upon exercise of the Additional Warrants or Additional Units (or Warrants therefor) required to be purchased by any Investor pursuant to this Agreement exceed the number of Class A Common Units issuable upon exercise of the Additional Warrants set forth next to such Investor's name on Schedule A attached hereto, as updated to reflect the number of Class A Common Units issuable upon exercise of the Additional Warrants purchased at any Additional Closing, and (B) the Company provides such Investors other than the Defaulting Investor at least fifteen (15) Business Days' prior written notice of the amount of such Additional Warrants or Additional Units (or Warrants therefor) to be purchased by each such Investor.

4. Other Agreements.

(a) Any certificates representing the Class A Common Units will bear the legend set forth in Section 11.4 of the Operating Agreement.

(b) Each Investor acknowledges that the transfer of Warrants and Class A Common Units is subject to the provisions of the Securities Act, applicable state securities laws, the Operating Agreement and the Members Agreement.

5. Definitions.

"ABRY" means ABRY Partners VI, L.P., a Delaware limited partnership.

"ABRY Entities" has the meaning set forth in the Operating Agreement.

"Additional Closing" has the meaning set forth in Section 3(a).

"Additional Units" has the meaning set forth in Section 3(a), and, solely for purposes of Section 3(c), shall mean all Additional Units under any Investment Agreement.

"Additional Warrants" means, for each Investor, the number of Warrants to purchase the Class A Common Units under the heading "Class A Common Units Issuable Pursuant to Additional Warrants" next to such Investor's name set forth on Schedule A attached hereto, as adjusted from time to time pursuant to Section 3(a), and, solely for purposes of Section 3(c), shall mean all Additional Warrants under any Investment Agreement.

"Agreement" has the meaning set forth in the introductory paragraph.

"Applicable Law" shall mean, in respect of any Person, all provisions of (a) constitutions, treaties, statutes, rules and regulations, (b) to the extent binding on such Person, published policies, procedures, decisions and orders of governmental bodies or regulatory

agencies applicable, whether by law or by virtue of contract, to such Person, and (c) all orders and decrees of all courts and binding arbitrators in proceedings or actions to which the Person in question is a party or by which it is bound.

"Board of Directors" means the Company's board of directors or managers and any committee or subcommittee thereof.

"Business Day" has the meaning set forth in the Operating Agreement.

"Cable Business" shall mean the delivery of video, internet and voice services primarily to residential and small and medium business customers under the brand names of RCN and RCN Business Services, respectively and which as of the dated of the Closing constitutes RCN's Residential/SMB operating segment.

"Capital Account" has the meaning set forth in the Operating Agreement.

"Capital Securities" in any Person shall mean any and all units, shares, interests, rights to purchase, warrants, options, participations or other equivalents of or interests in (however designated) corporate stock or other equity participations, including partnership interests, whether general or limited, and membership interests in such Person, including any right or interest which is classified as equity in accordance with GAAP.

"Class A Common Units" means the Company's Class A Common Units as defined and having the rights and obligations specified in the Operating Agreement.

"Closing" has the meaning set forth in Section 1(a).

"Common Units" has the meaning set forth in the Operating Agreement.

"Communications Laws" shall mean, collectively, the Communications Act of 1934, as amended, including, without limitation, by the Telecommunications Act of 1996, and the rules and regulations promulgated thereunder, including, without limitation, Title 47 of the Code of Federal Regulations and the published rules, regulations, policies, procedures, orders and decisions of the FCC, in each case, as from time to time in effect.

"Company" has the meaning set forth in the introductory paragraph.

"Credit Agreement" means that certain Credit Agreement dated as of the date hereof, by and among Yankee Cable Acquisition, LLC and RCN Telecom Services, LLC, as Borrowers, Yankee Cable Parent, LLC, the persons party thereto as guarantors from time to time, the lenders party thereto from time to time, SunTrust Bank, as Issuing Bank, General Electric Capital Corporation and Société Générale, as Co-Syndication Agents, SunTrust Bank, as Administrative Agent, and SunTrust Robinson Humphrey, Inc., GE Capital Markets, Inc. and SG Americas Securities, LLC, as Joint Lead Arrangers and Joint Book Runners, including any deferrals, renewals, extensions, replacements, refinancings or refundings thereof, or amendments, modifications or supplements thereto and any agreement providing thereof (including any restatements thereof and any increases in the amount of commitments thereunder), whether in one or more separate agreements and whether by or with the same or any

other lender, creditor, or any one or more groups of lenders or group of creditors (whether or not including any or all of the financial institutions party to the aforementioned credit agreements), and including related notes, guarantee and note agreements and other instruments and agreements executed in connection therewith.

"Default Charge" has the meaning set forth in Section 3(b)(ii).

"Default Rate" means, with respect to any period, the lesser of (a) the Prime Rate for such period plus six percent, or (b) the highest interest rate for such fiscal period permitted under applicable law.

"Defaulting Investor" has the meaning set forth in Section 3(b)(i), and, solely for purposes of Section 3(c), shall mean each Defaulting Investor under an Investment Agreement.

"Fair Market Value" has the meaning set forth in the Members Agreement.

"FCC" means the Federal Communications Commission, or any governmental agency succeeding to the functions thereof.

"FCC Licenses" shall mean the licenses, authorizations, consents, waivers and permits issued by the FCC and required under the Communications Laws as necessary for the Company and its Subsidiaries to own and operate their properties and their businesses, as set forth on Schedule F.

"Franchise" shall mean a license or similar right or privilege granted to a Subsidiary of the Company by any Governmental Authority or other Person in connection with the Cable Business.

"GAAP" means, at any date of determination, generally accepted accounting principles in effect in the United States at such time and which are consistently applied.

"Governmental Authority" shall mean any nation or government, any state or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any government.

"Investment Agreement" means the Investor Securities Purchase Agreement, this Agreement, and any Warrant Purchase Agreement.

"Investors" has the meaning set forth in the introductory paragraph and, solely for purposes of Section 3(c), shall mean each Investor under an Investment Agreement.

"Investor Securities Purchase Agreement" has the meaning set forth in the Operating Agreement.

"Local Franchising Authority" shall mean any local franchise authority or other Governmental Authority possessing authority to grant a Franchise.

"Management Rights Agreement" means that certain management rights agreement dated as of the date hereof by and among the Company and certain of the Investors providing for information, visitation and certain other rights.

"Material Adverse Effect" shall mean (i) a material adverse effect on the business, assets, operations, or condition, financial or otherwise, of the Company and its Subsidiaries, taken as a whole, (ii) material impairment of the Company's ability to perform any of its obligations under any of the Related Agreements or (iii) a material impairment of the validity or enforceability of the rights of, or the benefits available to, the holders of any of the securities under any of the Related Agreements.

"Members" has the meaning set forth in the Members Agreement.

"Members Agreement" means the Members Agreement, dated as of the date hereof, by and among the Company and the members and warrant holders of the Company party thereto, as subsequently amended, restated or otherwise modified from time to time.

"Merger Agreement" means that certain Agreement and Plan Merger dated as of March 5, 2010 by and among, Yankee Metro Parent, Inc., Yankee Cable Acquisition, LLC, Yankee Metro Merger Sub, Inc. and RCN Corporation, as amended by the Amendment to the Agreement and Plan of Merger dated as of April 15, 2010, as further amended by the Second Amendment to the Agreement and Plan of Merger dated as of April, 20, 2010, and as may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof.

"Necessary Authorizations" shall mean all material authorizations, consents, permits, approvals, licenses, certificates and exemptions, including, without limitation, those relevant to the FCC Licenses or State PUC Licenses, from any Governmental Authority whether federal, state, local, and all agencies thereof, including, but not limited to, any applicable Local Franchising Authority, which are required by Applicable Law for the transactions contemplated by the Merger Agreement and the Related Agreements, including, without limitation, the Required FCC Consents and the Required PUC Consents and the consents of any applicable Local Franchising Authority, and the conduct of the businesses and the ownership (or lease) of the properties and assets of the Company and any of its Subsidiaries.

"Operating Agreement" means the Company's Amended and Restated Limited Liability Company Agreement, dated as of the date hereof, by and among the Company and the members and warrant holders of the Company, as subsequently amended, restated or otherwise modified from time to time.

"Permitted Liens" shall mean

(1) Any lien in favor of a lender given to secure the obligations under the Credit Agreement;

(2) (a) liens on real estate for real estate taxes not yet delinquent and (b) liens for taxes, assessments, judgments, governmental charges or levies, or claims, in each case, which are not yet delinquent or the non-payment of which is being diligently contested in good faith by

appropriate proceedings and, if required by GAAP, a reserve or appropriate provision shall have been set aside on such Person's books;

(3) liens of carriers, warehousemen, mechanics, laborers, suppliers, workers and materialmen imposed by statute or other Applicable Law or incurred in the ordinary course of business for sums not yet due or which are being diligently contested in good faith and, if required by GAAP, a reserve or appropriate provision shall have been set aside on such Person's books;

(4) liens, pledges or deposits incurred or made in the ordinary course of business in connection with worker's compensation and unemployment insurance or other types of social security benefits;

(5) easements, rights-of-way, restrictions (including zoning or deed restrictions), and other similar encumbrances on the use of real property;

(6) purchase money security interests and liens securing capital lease obligations; provided that such lien attaches only to the asset (which asset shall not constitute inventory) so purchased or leased by such Person and secures only Funded Debt (as defined in the Credit Agreement) incurred by such Person in order to purchase or lease such asset;

(7) deposits to secure the performance of bids, trade contracts, tenders, sales, leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;

(8) liens existing as of the date of the Closing;

(9) liens in favor of landlords with respect to inventory at leased premises in a state that provides for statutory liens in favor of landlords and liens arising under leases entered into by the Company or its Subsidiaries in the ordinary course of business;

(10) liens of collecting banks under the UCC on items in the course of collection and bankers liens and rights of setoff with respect to customary depository agreements entered into in the ordinary course of business;

(11) liens on cash earnest money deposits in connection with any letter of intent or purchase agreement, in an aggregate amount not to exceed at any time the greater of (i) five percent (5.75%) of the cash purchase price to be paid in connection with the related acquisition and (ii) $1,150,000;

(12) any attachment or judgment lien not constituting an Event of Default (as defined in the Credit Agreement);

(13) licenses (with respect to intellectual property and other property) entered into in the ordinary course of business and not interfering in any material respect with the ordinary conduct of the business of the Company and its Subsidiaries;

(14) leases or subleases granted to third parties and not interfering in any material respect with the ordinary conduct of the business of the Company or its Subsidiaries;

(15) liens securing obligations under operating, reciprocal easement or similar agreements entered into in the ordinary course of business of the Company any its Subsidiaries;

(16) deposits in the ordinary course of business to secure liabilities to insurance carriers, lessors and utilities;

(17) liens on documents of title and property covered thereby securing indebtedness in respect of commercial letters of credit;

(18) liens on goods (and proceeds thereof) financed with drawings under commercial letters of credit securing reimbursement obligations in respect of such commercial letters of credit;

(19) restrictions on the transfer or pledge of assets imposed by the applicable laws; and

(20) other liens not included in items (1)-(19) above securing indebtedness or other obligations in an aggregate amount not in excess of $11,500,000.

"Person" means an individual, a partnership, a corporation, an association, a limited liability company, a joint stock company, a trust, a joint venture, an unincorporated organization or any other entity (including any governmental entity or any department, agency or political subdivision thereof).

"Points" has the meaning set forth in the Operating Agreement.

"Prime Rate" shall mean, with respect to any period, the prime rate for such period as reported in The Wall Street Journal.

"PUC" shall mean any public utility commission, public service commission or other state regulatory agency or body that exercises jurisdiction over the intrastate rates or services or the ownership, construction or operation of any local or long distance network facility or telecommunications system or over Persons who own, construct or operate a network facility or telecommunications system used to provide intrastate services, in each case, by reason of the nature or type of the business subject to regulation and not pursuant to laws and regulations of general applicability to Persons conducting business in such state.

"Purchase Price" shall mean an amount equal to the number of Class A Common Units issuable upon exercise of the Warrants being purchased by an Investor at the Closing or in an Additional Closing multiplied by the Warrant purchase price per Class A Common Unit issuable upon exercise of such Warrants set forth on Schedule A attached hereto.

"Registration Rights Agreement" means the Registration Rights Agreement, dated as of the date hereof, by and among the Company and the members and warrant holders of the Company, as subsequently amended, restated or otherwise modified from time to time.

"Reimbursement Agreement" shall mean that certain letter agreement by and among ABRY as "Lead Sponsor", the Company, and the Subsidiaries of the Company named therein as "Borrower Parties", dated as of the date hereof, as amended, restated or otherwise modified from time to time, pursuant to which, among other things, ABRY may arrange for letters of credit to be issued on behalf of such "Borrower Parties", on the terms and subject to the conditions set forth therein.

"Related Agreements" means, collectively, (a) this Agreement and any other Warrant Purchase Agreement (as defined in the Operating Agreement), (b) the Warrants, (c) the Operating Agreement, (d) the Members Agreement, (e) the Registration Rights Agreement, (f) the Investor Securities Purchase Agreement, and (f) the Management Rights Agreement.

"Required FCC Consents" shall mean all authorizations, licenses, consents, orders, certificates and approvals of the FCC for the lawful consummation of the Transactions.

"Required PUC Consents" shall mean all authorizations, licenses, consents, orders, certificates and approvals of the applicable PUC required for the lawful consummation of the Transactions.

"Responsible Officer" shall mean, as to any Person, the chief executive officer, chief operating officer, chief financial officer or chief accounting officer of such Person or any other officer of such Person involved principally in its financial administration or its controllership function.

"RCN" means RCN Corporation, a Delaware corporation.

"Securities Act" means the Securities Act of 1933, as amended.

"State PUC License" shall mean any license, certificate, order or other authorization issued by any PUC to permit the Company and its Subsidiaries to offer intrastate telecommunications services in the state.

"State Telecommunications Laws" shall mean the statutes of the states of the United States and the District of Columbia governing the provisions of telecommunications services or cable services by the Company and its Subsidiaries and the rules, regulations and published policies, procedures, orders and decisions of the applicable PUC or Local Franchising Authority.

"Subsidiaries" has the meaning set forth in the Credit Agreement.

"Transactions" shall mean the acquisition of the Cable Business, the issuance and sale of the Warrants, the execution and delivery of the Credit Agreement and documents related thereto and the initial extension of credit thereunder, the other transactions contemplated by the foregoing and the payment of fees and expenses in connection with the foregoing.

"Transfer" has the meaning set forth in the Members Agreement.

"Unpaid Yield" has the meaning set forth in the Operating Agreement.

"Unreturned Capital Value" has the meaning set forth in the Operating Agreement.

"Warrant Holder" has the meaning set forth in the Members Agreement.

"Warrant Purchase Agreement" means any purchase agreement (other than this Agreement) between the Company and those Person(s) party thereto for the purchase of Warrants (as defined therein) entered into on the date hereof or in the future, as amended, restated or otherwise modified from time to time.

"Warrants" has the meaning set forth in the second introductory paragraph.

6. Notices. All notices, demands or other communications to be given or delivered by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (a) on the date of personal delivery to the recipient or an officer of the recipient, or (b) when sent by telecopy or facsimile machine to the number shown below on the date of such confirmed facsimile or telecopy transmission (provided that a confirming copy is sent via overnight mail), or (c) when properly deposited for delivery by a nationally recognized commercial overnight delivery service, prepaid, or three Business Days after deposit in the United States mail, certified or registered mail, postage prepaid, return receipt requested. Such notices, demands and other communications shall be sent to each Investor at the address set forth for such Investor in the Members Agreement (including any joinder thereto) as then in effect and to the Company at the address set forth below:

Yankee Cable Partners, LLC
c/o ABRY Partners VI, L.P.
111 Huntington Avenue
30th Floor
Boston, MA 02199
Facsimile: (617) 859-8797
Attention: Jay Grossman
Blake Battaglia
Rob MacInnis

with a copy (which will not constitute notice to the Company), to:

Edwards Angell Palmer & Dodge LLP
111 Huntington Avenue
Boston, Massachusetts 02199-7613
Facsimile: 888-325-9102
Attention: Sarah N. A. Camougis, Esq.
Peter J. Barrett, Esq.

or to such other address or to the attention of such other Person as the recipient party has specified by prior written notice to the sending party.

7. General Provisions.

(a) Amendment and Waiver. No modification, amendment or waiver of any provision of this Agreement shall be effective against the Company or any Investor unless such modification, amendment or waiver is approved in writing by the Company or such Investor (as the case may be). The failure of any party to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of such party thereafter to enforce each and every provision of this Agreement in accordance with its terms.

(b) Expenses. Whether or not the transactions contemplated hereby shall be consummated, the Company shall pay, and save each Investor and their respective affiliates harmless against liability for the payment of, all out-of-pocket expenses arising in connection with such transactions, including, without limitation, the following:

(i) (A) all stamp and documentary taxes and similar charges, if any, and (B) fees and expenses of brokers, agents, dealers, investment banks or other intermediaries or placement agents, in each case as a result of the execution and delivery of this Agreement or the other Related Agreements or the issuance of the Warrants or the Class A Common Units in respect thereof; and

(ii) document production and duplication charges and the fees and expenses of (A) any counsel engaged by ABRY and (B) Schiff Hardin LLP and Latham & Watkins LLP (as regulatory counsel), engaged by the other Investors, in each case, in connection with this Agreement, any of the other Related Agreements and the transactions contemplated hereby or thereby.

(c) Counterparts. This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

(d) Successors and Assigns. Except as otherwise provided herein, this Agreement will bind and inure to the benefit of and be enforceable by each of the Investors, the Company and their respective successors and assigns (including subsequent holders of the Warrants purchased hereunder or the Class A Common Units in respect thereof); provided that the rights and obligations of each of the Investors under this Agreement will not be assignable except in connection with a transfer of the Warrants or the Class A Common Units in respect thereof permitted under the Operating Agreement and the Members Agreement.

(e) Choice of Law. All issues and questions concerning the application, construction, validity, interpretation and enforcement of this Agreement and any exhibits and schedules to this Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

(f) Time is of the Essence. The parties to this Agreement hereby expressly acknowledge and agree that time is of the essence for each and every provision of this Agreement.

(g) Specific Performance. Each of the parties to this Agreement shall be entitled to enforce its rights under this Agreement specifically, to recover damages and costs (including reasonable attorney's fees) caused by any breach of any provision of this Agreement and to exercise all other rights existing in its favor. The Company and the Investors agree and acknowledge that money damages may not be an adequate remedy for any breach of the provisions of this Agreement and that any party may in its sole discretion apply to any court of law or equity of competent jurisdiction (without posting any bond or deposit) for specific performance and/or other injunctive relief in order to enforce or prevent any violations of the provisions of this Agreement.

(h) Survival; Entire Agreement. All representations and warranties contained herein or made in writing by or on behalf of the Company in connection herewith shall survive the execution and delivery of this Agreement and the other Related Agreements, the exercise of the Warrants, and the permitted transfer by any Investor of any Warrants or Class A Common Units issued in respect thereof, and may be relied upon by each Investor and any of its successors and assigns, regardless of any investigation made at any time by or on behalf of any Investor or any of its successors and assigns. This Agreement and the agreements and documents referred to herein contain the complete agreement among the parties hereto and supersede any prior understandings, agreements or representations by or among the parties hereto, written or oral, that may have related to the subject matter hereof in any way.

(i) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

(j) No Strict Construction. The parties to this Agreement have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties to this Agreement, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

(k) Waiver of Jury Trial. EACH PARTY TO THIS AGREEMENT HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION (I) ARISING UNDER THIS AGREEMENT OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE. EACH PARTY TO THIS AGREEMENT HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(l) Submission to Jurisdiction. ANY AND ALL SUITS, LEGAL ACTIONS OR PROCEEDINGS ARISING OUT OF THIS AGREEMENT SHALL BE BROUGHT IN THE COURTS OF THE STATE OF DELAWARE OR THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE AND EACH PARTY TO THIS AGREEMENT HEREBY SUBMITS TO AND ACCEPTS THE EXCLUSIVE JURISDICTION OF SUCH COURTS FOR THE PURPOSE OF SUCH SUITS, LEGAL ACTIONS OR PROCEEDINGS. IN ANY SUCH SUIT, LEGAL ACTION OR PROCEEDING, EACH PARTY TO THIS AGREEMENT WAIVES PERSONAL SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER PROCESS AND AGREES THAT SERVICE THEREOF MAY BE MADE BY CERTIFIED OR REGISTERED MAIL DIRECTED TO IT AT ITS ADDRESS SET FORTH IN THE BOOKS AND RECORDS OF THE COMPANY. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OR ANY SUCH SUIT, LEGAL ACTION OR PROCEEDING IN ANY SUCH COURT AND HEREBY FURTHER WAIVES ANY CLAIM THAT ANY SUIT, LEGAL ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

* * * * *

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

COMPANY:

YANKEE CABLE PARTNERS, LLC

By: _____
Name: Blake Battaglia
Title: President

[Signature Page to Yankee Cable Partners Warrant Purchase Agreement (HV and NYL)]

INVESTORS:

HARBOURVEST PARTNERS
VIII-BUYOUT FUND L.P.

By: HarbourVest VIII-Buyout Associates L.P.,
its General Partner
By: HarbourVest VIII-Buyout Associates LLC,
its General Partner
By: HarbourVest Partners, LLC,
its Managing Member

By: _____
Name: Robert M. Wadsworth
Title: Managing Director

HARBOURVEST PARTNERS VIII-MEZZANINE
AND DISTRESSED DEBT FUND L.P.

By: HarbourVest VIII-Mezzanine Associates L.P.,
its General Partner
By: HarbourVest VIII-Mezzanine Associates LLC,
its General Partner
By: HarbourVest Partners, LLC,
its Managing Member

By: _____
Name: Robert M. Wadsworth
Title: Managing Director

HARBOURVEST PARTNERS
2007 DIRECT FUND L.P.

By: HarbourVest 2007 Direct Associates L.P.,
its General Partner
By: HarbourVest 2007 Direct Associates LLC,
its General Partner
By: HarbourVest Partners, LLC,
its Managing Member

By: _____
Name: Robert M. Wadsworth
Title: Managing Director

[Signature Page to Yankee Cable Partners Warrant Purchase Agreement (HV and NYL)]

INVESTORS:

NEW YORK LIFE INVESTMENT
MANAGEMENT MEZZANINE
PARTNERS II, LP

By: NYLIM Mezzanine Partners II GenPar LP,
its General Partner
By: NYLIM Mezzanine Partners II GenPar GP,
LLC, its General Partner

By: _____
Name: James M. Barker, V
Title: Executive Vice President

NYLIM MEZZANINE PARTNERS II
PARALLEL FUND, LP

By: NYLIM Mezzanine Partners II GenPar LP,
its General Partner
By: NYLIM Mezzanine Partners II GenPar GP,
LLC, its General Partner

By: _____
Name: James M. Barker, V
Title: Executive Vice President

NEW YORK LIFE CAPITAL
PARTNERS IV, L.P.

By: NYLCAP Manager LLC,
its Investment Manager

By: _____
Name: James M. Barker, V
Title: Executive Vice President

[Signature Page to Yankee Cable Partners Warrant Purchase Agreement (HV and NYL)]

INVESTORS:

NYLCAP SELECT MANAGER FUND, LP

By: NYLCAP Select Manager GenPar, LP,
its General Partner
By: NYLCAP Select Manager GenPar GP, LLC,
its General Partner

By: _____
Name: James M. Barker, V
Title: Executive Vice President

NYLCAP 2010 CO-INVEST ECI
BLOCKER A L.P.

By: NYLCAP Manager LLC,
its Investment Manager

By: _____
Name: James M. Barker, V
Title: Executive Vice President

NEW YORK LIFE CAPITAL
PARTNERS IV-A, L.P.

By: NYLCAP Manager LLC,
its Investment Manager

By: _____
Name: James M. Barker, V
Title: Executive Vice President

[Signature Page to Yankee Cable Partners Warrant Purchase Agreement (HV and NYL)]

SCHEDULE A
(as of August 26, 2010)

INVESTORS

Investor and Address	Class A Common Units Issuable Pursuant to Warrants to be Purchased at the Closing	Class A Common Units Issuable Pursuant to Additional Warrants	Warrant Purchase Price Per Class A Common Unit Issuable Pursuant to Warrants	Aggregate Purchase Price
HarbourVest Partners VIII-Mezzanine and Distressed Debt Fund L.P.	1,094,172	51,311	[redacted]	[redacted]
HarbourVest Partners VIII-Buyout Fund L.P.	7,161,592	335,844	[redacted]	[redacted]
HarbourVest Partners 2007 Direct Fund L.P.	4,873,822	228,559	[redacted]	[redacted]
New York Life Investment Management Mezzanine Partners II, LP	1,916,040	89,853	[redacted]	[redacted]
NYLIM Mezzanine Partners II Parallel Fund, LP	471,157	22,095	[redacted]	[redacted]
New York Life Capital Partners IV, L.P.	9,303,771	436,302	[redacted]	[redacted]
New York Life Capital Partners IV-A, L.P.	2,170,537	101,788	[redacted]	[redacted]

Investor and Address	Class A Common Units Issuable Pursuant to Warrants to be Purchased at the Closing	Class A Common Units Issuable Pursuant to Additional Warrants	Warrant Purchase Price Per Class A Common Unit Issuable Pursuant to Warrants	Aggregate Purchase Price
NYLCAP 2010 Co-Invest ECI Blocker A L.P.	1,355,172	63,551	[redacted]	[redacted]
NYLCAP Select Manager Fund, LP	777,544	36,463	[redacted]	[redacted]
Total	**29,123,807**	**1,365,766**	[redacted]	[redacted]

SCHEDULE B

Form of Warrant

THE SECURITIES REPRESENTED BY THIS UNIT PURCHASE WARRANT HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR APPLICABLE STATE LAWS. UNLESS OTHERWISE PERMITTED IN WRITING BY THE COMPANY, SUCH SECURITIES MAY NOT BE SOLD, TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT IN ACCORDANCE WITH THE LLC AGREEMENT (AS DEFINED BELOW) AND MEMBERS AGREEMENT (AS DEFINED BELOW) AND UNLESS THE REGISTRATION PROVISIONS OF SAID ACT AND LAWS HAVE BEEN COMPLIED WITH OR UNLESS THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL (ACCEPTABLE TO THE COMPANY) THAT SUCH REGISTRATION IS NOT REQUIRED (WHICH SUCH OPINION REQUIREMENT MAY BE WAIVED BY THE COMPANY IN ITS SOLE DISCRETION).

UNIT PURCHASE WARRANT

Warrant No.: W-[ ]
Date of Issuance: [ ], 2010
Class of Unit: Class A Common Units of the Company (the "Class A Common Units")

FOR VALUE RECEIVED, Yankee Cable Partners, LLC, a Delaware limited liability company (the "Company"), hereby grants to [_____] ("Investor") or its permitted assigns (the "Registered Holder") the right to subscribe for and purchase from the Company [ ] Class A Common Units at an exercise price equal to the Base Price, all subject to the terms, provisions, conditions and adjustments herein set forth. This Unit Purchase Warrant (this "Warrant") is issued pursuant to the terms of the Warrant Purchase Agreement dated as of August 26, 2010 between the Company, the Investor and the other parties thereto (as amended from time to time, the "Purchase Agreement"). The amount and kind of securities to be received pursuant to the rights granted hereunder are subject to adjustment pursuant to the provisions contained in this Warrant.

This Warrant is subject to the following provisions:

1. **Definitions**. The following terms have meanings set forth below:

(a) "Approved Sale" has the meaning set forth in the Members Agreement.

(b) "Base Price" means $.001 per Class A Common Unit, which shall be subject to adjustment as provided in this Warrant.

(c) "Board of Directors" has the meaning set forth in the Purchase Agreement.

(d) "Common Units" has the meaning set forth in the LLC Agreement.

(e) "Company" has the meaning set forth in the introductory paragraph.

(f) "Investor" has the meaning set forth in the introductory paragraph.

(g) "LLC Agreement" means the Amended and Restated Limited Liability Company Agreement of the Company, dated as of August 26, 2010, by and among the Company and the members and warrant holders of the Company party thereto, as subsequently amended, restated or otherwise modified from time to time.

(h) "Members Agreement" means the Members Agreement, dated as of August 26, 2010, by and among the Company and the members and warrant holders of the Company named therein, as subsequently amended, restated or otherwise modified from time to time.

(i) "Purchase Agreement" has the meaning set forth in the introductory paragraph.

(j) "Registered Holder" has the meaning set forth in the introductory paragraph.

(k) "Registration Rights Agreement" means the Registration Rights Agreement, dated as of August 26, 2010, by and among the Company and the members and warrant holders of the Company party thereto, as subsequently amended, restated or otherwise modified from time to time.

(l) "Warrant" has the meaning set forth in the introductory paragraph.

(m) "Warrant Units" means the Class A Common Units issuable upon the exercise of this Warrant; provided that if there is a change such that the securities issuable upon exercise of this Warrant are issued by an entity other than the Company or there is a change in the class of securities so issuable, then the term "Warrant Units" shall mean one share of the security issuable upon exercise of this Warrant if such security is issuable in shares, or shall mean the smallest unit in which such security is issuable if such security is not issuable in shares.

2. **Exercise of Warrants.**

(a) Exercise; Required Approvals. The Registered Holder may exercise, and the Company may require the Registered Holder to exercise, in whole and not in part, the purchase rights represented by this Warrant until the earlier of: (i) the fifteenth (15th) anniversary of the Date of Issuance set forth above (the "Expiration Date"), provided, that the Expiration Date may be extended for three (3) successive five (5) year periods at the election of the Investor by written notice to the Company prior to the expiration of then applicable period, (ii) an Approved Sale, and (iii) dissolution of the Company pursuant to Article X of the LLC Agreement. Unless this Warrant is sold in connection with an Approved Sale, this Warrant shall be deemed to have been automatically exercised (or deemed exercised) upon any such Approved Sale pursuant to and in accordance with the Members Agreement and as described in the last sentence of this Section 2(a). This Warrant may not be exercised except as specified below in Section 2(b). Notwithstanding anything to the contrary in this Warrant, this Warrant shall not be exercisable by the Registered Holder, the Company shall not be permitted to require that the Registered Holder exercise this Warrant, and this Warrant shall not be deemed to have been

automatically exercised upon an Approved Sale, unless in any such event all regulatory approvals determined by the Company to be reasonably necessary in connection with such exercise and the Registered Holder's ownership of any Class A Common Units shall have been received by the Company, in form and substance satisfactory to the Company. In the event that this Warrant would have been deemed to have been automatically exercised upon an Approved Sale, but for the application of the preceding sentence, then the Registered Holder shall nevertheless be entitled to participate in the proceeds of such Approved Sale as if this Warrant had been exercised immediately prior to such Approved Sale, and after taking into account any exercise price that would have been paid upon such exercise.

(b) Exercise Procedure.

(i) This Warrant shall be deemed to have been exercised on the date that the Company has received all of the following items (the "Exercise Time"), which items the Company may require the Registered Holder to deliver on a date designated by the Company with at least ten (10) business days prior notice from the Company to the Registered Holder:

(A) a completed Exercise Notice, as described in Section 2(c), duly executed by the Registered Holder;

(B) the aggregate exercise price for the number of Class A Common Units being purchased (an amount equal to the product of the Base Price multiplied by the number of Class A Common Units being purchased); and

(C) joinders to the LLC Agreement, the Members Agreement and the Registration Rights Agreement, to the extent the Registered Holder is not already a party thereto.

(ii) Promptly following exercise of this Warrant, the Company shall update Schedule B to the LLC Agreement and Schedule I to the Members Agreement to reflect the Registered Holder's ownership of the Class A Common Units issued upon such exercise. Upon the expiration or proper exercise of all of the purchase rights represented hereby, all rights of the Registered Holder represented by this Warrant shall terminate.

(iii) The issuance of Class A Common Units upon exercise of this Warrant shall be made without charge to the Registered Holder for any issuance tax in respect thereof or other cost incurred by the Company in connection with such exercise and the related issuance of Class A Common Units. Each Class A Common Unit issuable upon exercise of this Warrant shall be subject to the terms and conditions of the LLC Agreement, the Members Agreement and the Registration Rights Agreement, to which agreements the Registered Holder shall become a party (in each case, to the extent set forth in Section 1(a)(iii) of the Purchase Agreement) by executing joinders thereto to the extent such Registered Holder is not already a party thereto.

(iv) The Company and the Registered Holder shall reasonably assist and cooperate with the other party at the Company's expense if the other party should be required to make any governmental filings or obtain any governmental approvals prior to or in

connection with any exercise of all or part of this Warrant (including, without limitation, making any filings required to be made by the Company).

(v) The Company shall at all times reserve and keep available out of its authorized but unissued Class A Common Units, solely for the purpose of issuance upon the exercise of this Warrant, such maximum number of Class A Common Units as are issuable upon the exercise of all outstanding Warrants. The Company shall take all such actions as may be necessary to assure that all such Class A Common Units may be so issued without violation by the Company of any applicable law or governmental regulation or any requirements of any domestic securities exchange upon which Class A Common Units (or securities issuable therefor) may be listed.

(c) Exercise Notice. The Exercise Notice shall be substantially in the form set forth in Annex 1 hereto, except that, subject to compliance with the transfer restrictions set forth herein and in the Purchase Agreement, the LLC Agreement and the Members Agreement, if the Class A Common Units are not to be issued in the name of the person in whose name this Warrant is registered, the Exercise Notice shall also state the name of the person to whom the certificates for the Class A Common Units are to be issued to the extent permitted hereunder and under the Members Agreement and LLC Agreement, and if the number of Class A Common Units to be issued does not include all the Class A Common Units purchasable hereunder, it shall also state the name of the person to whom a new Warrant for the unexercised portion of the rights hereunder is to be delivered to the extent permitted hereunder and under the Members Agreement and LLC Agreement. Such Exercise Notice shall be dated the actual date of execution thereof.

3. **Adjustment of Number of Units.** In order to prevent dilution of the rights granted under this Warrant, the number of Class A Common Units obtainable upon exercise of this Warrant shall be subject to adjustment from time to time as provided in this Section 3.

(a) Dividend, Subdivision, Combination or Reclassification of Class A Common Units. If the Company shall, at any time or from time to time, prior to exercise of this Warrant: (i) pay a dividend or otherwise make a distribution on the outstanding Class A Common Units payable in Common Units; (ii) subdivide the outstanding Class A Common Units into a larger number of units; (iii) combine the outstanding Class A Common Units into a smaller number of units; or (iv) issue any Common Units in a reclassification of the Common Units (other than any such event for which an adjustment is made pursuant to another clause of this Section 3), then, and in each such case, the Base Price and the number of Class A Common Units exercisable hereunder in effect immediately prior to such event shall be adjusted (and any other appropriate actions shall be taken by the Company) so that the Registered Holder shall thereafter be entitled to receive, upon the exercise of this Warrant, the number of Class A Common Units or other securities of the Company that the Registered Holder would have owned or would have been entitled to receive upon or by reason of any of the events described above, had this Warrant been exercised immediately prior to the occurrence of such event.

(b) Reorganization, Reclassification, Consolidation, Merger or Sale. Prior to the consummation of any recapitalization, reorganization, reclassification, consolidation, merger, sale of all or substantially all of the Company's assets to another person or other transaction

which is effected in such a way that holders of Class A Common Units are entitled to receive (either directly or upon subsequent liquidation) stock, units, securities or assets with respect to or in exchange for Class A Common Units, the Company shall make appropriate provision (in the reasonable judgment of the Board of Directors) to insure that the Registered Holder shall thereafter have the right to acquire and receive in lieu of or in addition to (as the case may be) the Class A Common Units immediately theretofore acquirable and receivable upon the exercise (or deemed exercise) of such holder's Warrant, such shares of stock, units, securities or assets as may be issued or payable with respect to or in exchange for the number of Class A Common Units immediately theretofore acquirable and receivable upon exercise (or deemed exercise) of such holder's Warrant had such recapitalization, reorganization, reclassification, consolidation, merger, sale or other transaction not taken place.

(c) Other Adjustments. If any event occurs of the type contemplated by the provisions of this Section 3 but not expressly provided for by such provisions, then the Board of Directors shall make an appropriate adjustment, exercising its reasonable judgment, in the number of Class A Common Units obtainable upon exercise (or deemed exercise) of this Warrant and in the Base Price so as to protect the rights of the holders of the Warrants.

4. **No Rights as Member.** Prior to the exercise of this Warrant and except as otherwise specifically provided herein or in the LLC Agreement, the Members Agreement or the Registration Rights Agreement, this Warrant shall not entitle the holder hereof to any rights as or obligations pertaining to a member of the Company. The Company and the Registered Holder agree that the Registered Holder shall be treated for tax purposes as a Member of the Company and the holder of the Warrant Units as of the Date of Issuance, whether or not this Warrant is exercised in accordance with this Warrant and the Purchase Agreement, and the Company and the Registered Holder agree to file their tax returns accordingly and the Registered Holder shall be entitled to Tax Advances pursuant to and in accordance with the LLC Agreement.

5. **Transfer of Warrant and Class A Common Units.**

(a) Compliance with Securities Laws on Transfer. This Warrant and the Class A Common Units (and the securities issuable, directly or indirectly, upon reclassification, exchange or substitution of the Class A Common Units, if any) may not be transferred or assigned in whole or in part without compliance with applicable federal and state securities laws by the transferor and the transferee (including, without limitation, the delivery of investment representation letters and legal opinions reasonably satisfactory to the Company, as reasonably requested by the Company).

(b) Transfers Prohibited. The Registered Holder may not transfer this Warrant and/or the Class A Common Units to any other Person except in compliance with the Purchase Agreement, the Members Agreement and the LLC Agreement.

6. **Miscellaneous.**

(a) Replacement. Upon receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of any certificate evidencing this Warrant, and in the case of any such loss, theft or destruction, upon receipt of an indemnity reasonably

satisfactory to the Company, or in the case of any such mutilation, upon surrender and cancellation of such certificate, the Company shall execute and deliver in lieu of such certificate a new certificate of like tenor and dated the date of such lost, stolen, destroyed or mutilated certificate.

(b) Notice. All notices or other communications provided for in this Agreement shall be in writing and shall be delivered in accordance with the terms of Section 6 of the Purchase Agreement.

(c) Amendment and Waiver. Except as otherwise provided herein, the provisions of this Warrant may be amended and the Company may take any action herein prohibited, or omit to perform any act herein required to be performed by it, only if the Company has obtained the written consent of the Registered Holder.

(d) Headings; Governing Law. The descriptive headings of the Sections and paragraphs of this Warrant are inserted for convenience only and do not constitute a part of this Warrant. The laws of the State of Delaware shall govern all issues concerning the relative rights of the Company and its members, without regard to principles of conflicts of law.

(e) Entire Agreement. This Warrant, the Purchase Agreement and, when entered into by the Registered Holder, the LLC Agreement, Members Agreement and Registration Rights Agreement, constitute the entire agreement between the Company and the Registered Holder with respect to this Warrant and the Class A Common Units.

(f) Waiver of Jury Trial. EACH PARTY TO THIS WARRANT HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION (I) ARISING UNDER THIS WARRANT OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS WARRANT OR ANY OF THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE. EACH PARTY TO THIS WARRANT HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES TO THIS WARRANT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS WARRANT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(g) Submission to Jurisdiction. ANY AND ALL SUITS, LEGAL ACTIONS OR PROCEEDINGS ARISING OUT OF THIS WARRANT SHALL BE BROUGHT IN THE COURTS OF THE STATE OF DELAWARE OR THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE AND EACH PARTY TO THIS WARRANT HEREBY SUBMITS TO AND ACCEPTS THE EXCLUSIVE JURISDICTION OF SUCH COURTS FOR THE PURPOSE OF SUCH SUITS, LEGAL ACTIONS OR PROCEEDINGS. IN ANY SUCH SUIT, LEGAL ACTION OR PROCEEDING, EACH PARTY TO THIS WARRANT WAIVES PERSONAL SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER PROCESS AND

AGREES THAT SERVICE THEREOF MAY BE MADE BY CERTIFIED OR REGISTERED MAIL DIRECTED TO IT AT ITS ADDRESS SET FORTH IN THE BOOKS AND RECORDS OF THE COMPANY. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OR ANY SUCH SUIT, LEGAL ACTION OR PROCEEDING IN ANY SUCH COURT AND HEREBY FURTHER WAIVES ANY CLAIM THAT ANY SUIT, LEGAL ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

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IN WITNESS WHEREOF, the undersigned has executed this Unit Purchase Warrant as of the date first written above.

YANKEE CABLE PARTNERS, LLC

By:_____
Name:_____
Title:_____

ANNEX 1

EXHIBIT A - EXERCISE NOTICE

To: Yankee Cable Partners, LLC
Dated:_____

The undersigned, pursuant to the provisions set forth in the attached Unit Purchase Warrant (Certificate No. W-_____), hereby agrees to subscribe for the purchase of _____ Class A Common Units covered by such Unit Purchase Warrant and makes payment herewith in full therefor at the Base Price per share provided by such Unit Purchase Warrant in the aggregate amount of $_____.

Name:_____

Address: _____
_____
_____

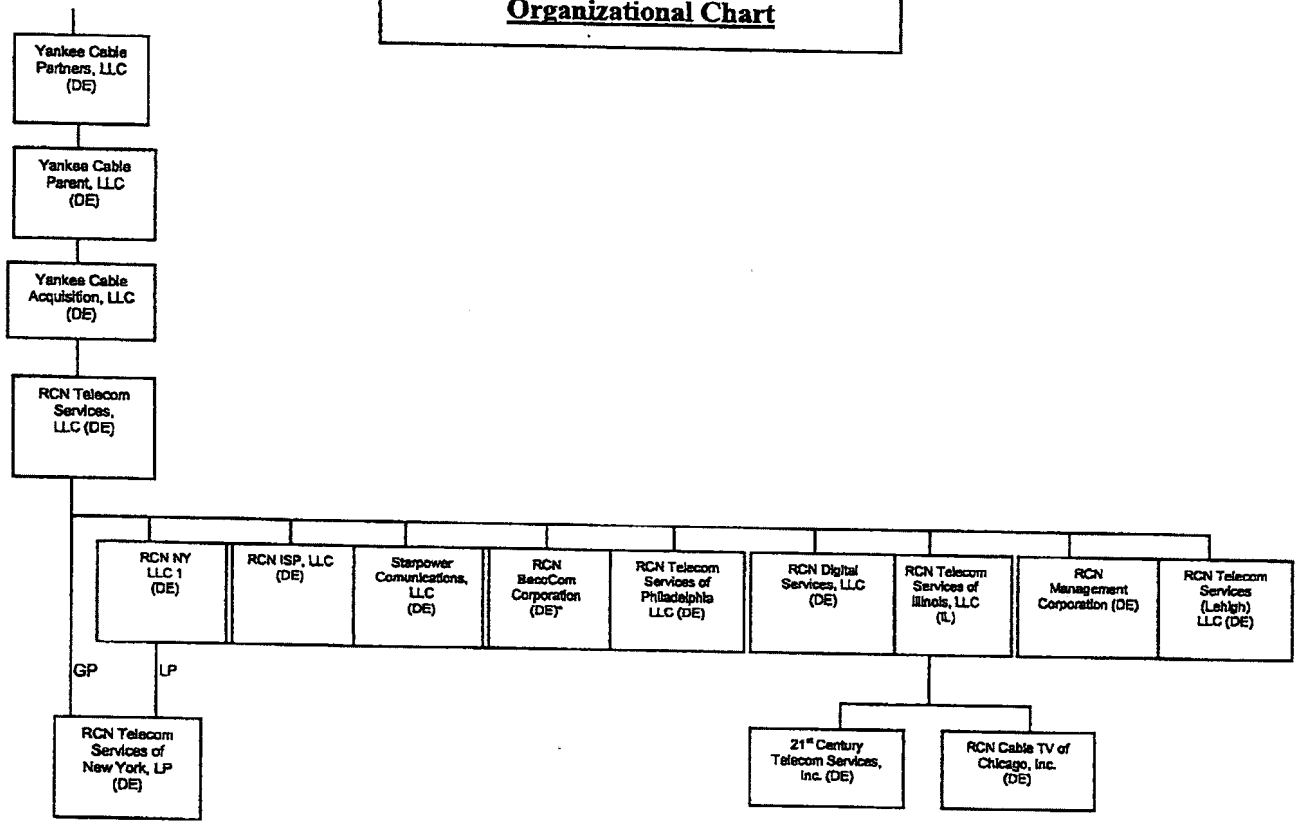
SCHEDULE C

Subsidiaries

Subsidiary	Owner(s) and Percentage Ownership	Jurisdiction of Incorporation / Formation	Foreign Qualification(s)	Trade Name(s) used in the past four months
Yankee Cable Parent, LLC	Yankee Cable Partners, LLC	DE	None	None
Yankee Cable Acquisition, LLC	Yankee Cable Parent, LLC	DE	None	None
RCN Telecom Services, LLC	Yankee Cable Acquisition, LLC	DE	None	None
RCN NY LLC 1	RCN Telecom Services, LLC 100%	DE	None	None
RCN Telecom Services of Illinois, LLC	RCN Telecom Services, LLC 100%	IL	None	None
Starpower Communications, LLC	RCN Telecom Services, LLC 100%	DE	DC, MD, VA	RCN
RCN BecoCom LLC	RCN Telecom Services, LLC 100%	DE	MA	None
RCN Telecom Services of Philadelphia LLC	RCN Telecom Services, LLC 100%	DE	PA	None
RCN Telecom Services (Lehigh) LLC	RCN Telecom Services, LLC 100%	DE	NJ, PA	None
RCN ISP, LLC	RCN Telecom Services, LLC 100%	DE	None	None
RCN Digital Services, LLC	RCN Telecom Services, LLC 100%	DE	NY	None
RCN Management Corporation	RCN Telecom Services, LLC 100%	DE	None	None
21st Century Telecom Services, Inc.	RCN Telecom Services of Illinois, LLC 100%	DE	IL	None
RCN Cable TV of Chicago, Inc.	RCN Telecom Services of Illinois, LLC 100%	DE	IL	None

SCHEDULE D

Organizational Chart



*To be converted from LLC to Corporation before December 2010

SCHEDULE E

Capitalization of the Company

See Schedule B to the Operating Agreement.

SCHEDULE F

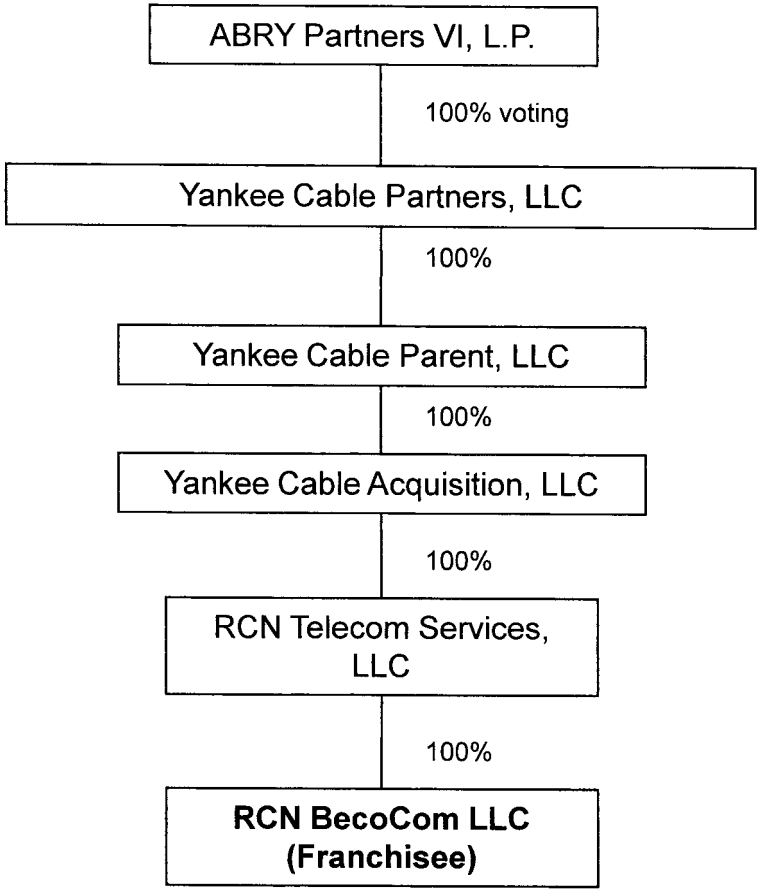
FCC Licenses

COMPANY	AUTHORIZATION
RCN Telecom Services (Lehigh) LLC	Domestic Section 214
	International Section 214 (ITC-214-19961004-00490; ITC-214-19970717-00411; ITC-214-19970723-00430; ITC-214-19981002-00679)
	CARS Licenses (WLY-679, WLY-676, KD-55018, KN-2493)
	Earth Stations (E970184, E6527, E060102)
	Antenna Registrations (1204088, 1216981, 1216985, 1217004)
	OVS Certification, FCC Order No. DA 98-1530
RCN Telecom Services, LLC	Wireless Licenses (WNED320, WPEJ607, WPJF656, WPOP380, WPUJ300)
RCN Telecom Services of New York, LP	Domestic Section 214
	International Section 214 (ITC-214-19970707-00384)
	Antenna Registration (1066050)
	OVS Certification, FCC Order No. DA 97-453
	Earth Station (E010323)
RCN Telecom Services of Philadelphia LLC	Domestic Section 214
	International Section 214 (ITC-214-19970707-00379)
	Antenna Registration (1062338)
RCN BecoCom LLC	Domestic Section 214
	International Section 214 (ITC-214-19971027-00661)
	Earth Station (E980466)
	OVS Certification, FCC Order Nos. DA 02-1031, DA 97-454, as modified in DA 97-2672, DA 98-991 and DA 99-2318
STARPOWER COMMUNICATIONS, LLC	Domestic Section 214
	International Section 214 (ITC-214-19980116-00024)
	Earth Station (E990279)
	Antenna Registration (1045201)
	OVS Certification, FCC Order No. DA 98-138
RCN Telecom Services of Illinois, LLC	Domestic Section 214
	International Section 214 (ITC-214-19980731-00532)
	Earth Station (E970384)
RCN Cable TV of Chicago, Inc.	Earth Stations (E990040, E100045)

Attachment C

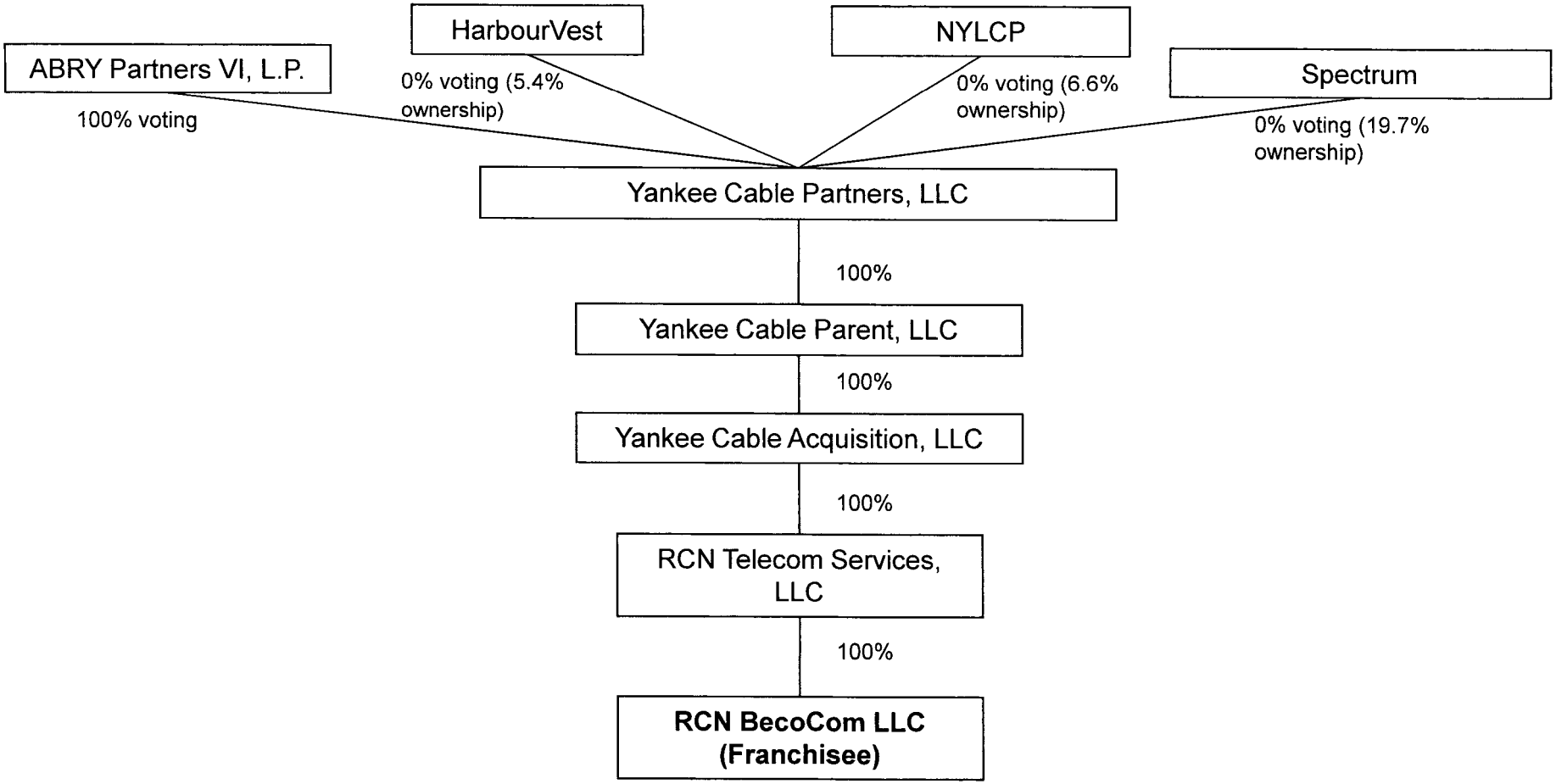
Pre- and Post- Organization Charts

Pre-Transaction Corporate Structure of Franchisee



Non-attributable entities not included.

Post-Transaction Corporate Structure of Franchisee



Non-attributable entities not included.

Attachment D

Attributable Interest Holder Table Concerning BecoCom

a. Name and principal place of business:	RCN BecoCom LLC 196 Van Buren Street, Suite 300 Herndon, Virginia 20170
b. Citizenship:	United States (Delaware LLC)
c. Relationship to OVS operator:	BecoCom is the OVS operator
d. Number of shares/Nature of interest:	BecoCom is the OVS operator
e. Number of votes:	N/A
f. Percentage of votes:	N/A
a. Name and principal place of business:	RCN Telecom Services, LLC 196 Van Buren Street, Suite 300 Herndon, Virginia 20170
b. Citizenship:	United States (Delaware LLC)
c. Relationship to OVS operator:	Sole owner of OVS operator
d. Number of shares/Nature of interest:	Sole owner of OVS operator
e. Number of votes:	N/A
f. Percentage of votes:	100% of OVS operator
a. Name and principal place of business:	Yankee Cable Acquisition, LLC c/o ABRY Partners, LLC 111 Huntington Avenue, 30th Floor Boston, Massachusetts 02199
b. Citizenship:	United States (Delaware LLC)
c. Relationship to OVS operator:	Sole owner of RCN Telecom Services, LLC
d. Number of shares/Nature of interest:	Sole owner of RCN Telecom Services, LLC
e. Number of votes:	N/A
f. Percentage of votes:	100% of RCN Telecom Services, LLC
a. Name and principal place of business:	Yankee Cable Parent, LLC c/o ABRY Partners, LLC 111 Huntington Avenue, 30th Floor Boston, Massachusetts 02199
b. Citizenship:	United States (Delaware LLC)
c. Relationship to OVS operator:	Sole owner of Yankee Cable Acquisition, LLC
d. Number of shares/Nature of interest:	Sole owner of Yankee Cable Acquisition, LLC
e. Number of votes:	N/A
f. Percentage of votes:	100% of Yankee Cable Acquisition, LLC
a. Name and principal place of business:	Yankee Cable Partners, LLC c/o ABRY Partners, LLC

	111 Huntington Avenue, 30th Floor Boston, Massachusetts 02199
b. Citizenship:	United States (Delaware LLC)
c. Relationship to OVS operator:	Sole owner of Yankee Cable Parent, LLC
d. Number of shares/Nature of interest:	Sole owner of Yankee Cable Parent, LLC
e. Number of votes:	N/A
f. Percentage of votes:	100% of Yankee Cable Parent, LLC
a. Name and principal place of business:	ABRY Partners VI, L.P. c/o ABRY Partners, LLC 111 Huntington Avenue, 30th Floor Boston, Massachusetts 02199
b. Citizenship:	United States (Delaware LP)
c. Relationship to OVS operator:	Sole owner of Yankee Cable Partners, LLC
d. Number of shares/Nature of interest:	Sole owner of Yankee Cable Partners, LLC
e. Number of votes:	N/A
f. Percentage of votes:	100% of Yankee Cable Partners, LLC
a. Name and principal place of business:	ABRY VI Capital Partners, L.P. c/o ABRY Partners, LLC 111 Huntington Avenue, 30th Floor Boston, Massachusetts 02199
b. Citizenship:	United States (Delaware LP)
c. Relationship to OVS operator:	Sole general partner of ABRY Partners VI, L.P.
d. Number of shares/Nature of interest:	Sole general partner of ABRY Partners VI, L.P.
e. Number of votes:	N/A
f. Percentage of votes:	100% of ABRY Partners VI, L.P.
a. Name and principal place of business:	ABRY VI Capital Investors, LLC c/o ABRY Partners, LLC 111 Huntington Avenue, 30th Floor Boston, Massachusetts 02199
b. Citizenship:	United States (Delaware LLC)
c. Relationship to OVS operator:	Sole general partner of ABRY VI Capital Partners, L.P.
d. Number of shares/Nature of interest:	Sole general partner of ABRY VI Capital Partners, L.P.
e. Number of votes:	N/A
f. Percentage of votes:	100% of ABRY VI Capital Partners, L.P.
a. Name and principal place of business:	Royce Yudkoff

	c/o ABRY Partners, LLC 111 Huntington Avenue, 30th Floor Boston, Massachusetts 02199
b. Citizenship:	United States
c. Relationship to OVS operator:	Sole owner of ABRY VI Capital Investors, LLC
d. Number of shares/Nature of interest:	Sole owner of ABRY VI Capital Investors, LLC
e. Number of votes:	N/A
f. Percentage of votes:	100% of ABRY VI Capital Investors, LLC
a. Name and principal place of business:	Jay Grossman c/o ABRY Partners, LLC 111 Huntington Avenue, 30th Floor Boston, Massachusetts 02199
b. Citizenship:	United States
c. Relationship to OVS operator:	Member of the Board of Managers of RCN Telecom Services, LLC, Yankee Cable Acquisition, LLC, Yankee Cable Parent, LLC, and Yankee Cable Partners, LLC
d. Number of shares/Nature of interest:	Member of the Board of Managers of RCN Telecom Services, LLC, Yankee Cable Acquisition, LLC, Yankee Cable Parent, LLC, and Yankee Cable Partners, LLC
e. Number of votes:	0
f. Percentage of votes:	0%
a. Name and principal place of business:	Blake Battaglia c/o ABRY Partners, LLC 111 Huntington Avenue, 30th Floor Boston, Massachusetts 02199
b. Citizenship:	United States
c. Relationship to OVS operator:	Member of the Board of Managers of RCN Telecom Services, LLC, Yankee Cable Acquisition, LLC, Yankee Cable Parent, LLC, and Yankee Cable Partners, LLC
d. Number of shares/Nature of interest:	Member of the Board of Managers of RCN Telecom Services, LLC, Yankee Cable Acquisition, LLC, Yankee Cable Parent, LLC, and Yankee Cable Partners, LLC
e. Number of votes:	0
f. Percentage of votes:	0%

a. Name and principal place of business:	Rob MacInnis c/o ABRY Partners, LLC 111 Huntington Avenue, 30th Floor Boston, Massachusetts 02199
b. Citizenship:	United States
c. Relationship to OVS operator:	Member of the Board of Managers of RCN Telecom Services, LLC, Yankee Cable Acquisition, LLC, Yankee Cable Parent, LLC, and Yankee Cable Partners, LLC
d. Number of shares/Nature of interest:	Member of the Board of Managers of RCN Telecom Services, LLC, Yankee Cable Acquisition, LLC, Yankee Cable Parent, LLC, and Yankee Cable Partners, LLC
e. Number of votes:	0
f. Percentage of votes:	0%
a. Name and principal place of business:	James Holanda c/o RCN Telecom Services, LLC 196 Van Buren Street, Suite 300 Herndon, Virginia 20170
b. Citizenship:	United States
c. Relationship to OVS operator:	President, Chief Executive Officer, Chief Operating Officer, and member of the Board of Managers of RCN Telecom Services, LLC, Yankee Cable Acquisition, LLC, Yankee Cable Parent, LLC, and Yankee Cable Partners, LLC
d. Number of shares/Nature of interest:	President, Chief Executive Officer, Chief Operating Officer, and member of the Board of Managers of RCN Telecom Services, LLC, Yankee Cable Acquisition, LLC, Yankee Cable Parent, LLC, and Yankee Cable Partners, LLC
e. Number of votes:	0
f. Percentage of votes:	0%
a. Name and principal place of business:	Steven J. Simmons c/o RCN Telecom Services, LLC 196 Van Buren Street, Suite 300 Herndon, Virginia 20170
b. Citizenship:	United States
c. Relationship to OVS operator:	Chairman and member of the Board of Managers of RCN Telecom Services, LLC, Yankee Cable Acquisition, LLC, Yankee

	Cable Parent, LLC, and Yankee Cable Partners, LLC
d. Number of shares/Nature of interest:	Chairman and member of the Board of Managers of RCN Telecom Services, LLC, Yankee Cable Acquisition, LLC, Yankee Cable Parent, LLC, and Yankee Cable Partners, LLC
e. Number of votes:	0
f. Percentage of votes:	0%
a. Name and principal place of business:	John M. Flanagan c/o RCN Telecom Services, LLC 196 Van Buren Street, Suite 300 Herndon, Virginia 20170
b. Citizenship:	United States
c. Relationship to OVS operator:	Chief Financial Officer of RCN Telecom Services, LLC, Yankee Cable Acquisition, LLC, Yankee Cable Parent, LLC, and Yankee Cable Partners, LLC
d. Number of shares/Nature of interest:	Chief Financial Officer of RCN Telecom Services, LLC, Yankee Cable Acquisition, LLC, Yankee Cable Parent, LLC, and Yankee Cable Partners, LLC
e. Number of votes:	0
f. Percentage of votes:	0%
a. Name and principal place of business:	John Gdovin c/o RCN Telecom Services, LLC 196 Van Buren Street, Suite 300 Herndon, Virginia 20170
b. Citizenship:	United States
c. Relationship to OVS operator:	Senior Vice President – Administration and Secretary of RCN Telecom Services, LLC, Yankee Cable Acquisition, LLC, Yankee Cable Parent, LLC, and Yankee Cable Partners, LLC
d. Number of shares/Nature of interest:	Senior Vice President – Administration and Secretary of RCN Telecom Services, LLC, Yankee Cable Acquisition, LLC, Yankee Cable Parent, LLC, and Yankee Cable Partners, LLC
e. Number of votes:	0
f. Percentage of votes:	0%

a. Name and principal place of business:	Patrick Murphy c/o RCN Telecom Services, LLC 196 Van Buren Street, Suite 300 Herndon, Virginia 20170
b. Citizenship:	United States
c. Relationship to OVS operator:	Senior Vice President – Engineering of RCN Telecom Services, LLC, Yankee Cable Acquisition, LLC, Yankee Cable Parent, LLC, and Yankee Cable Partners, LLC
d. Number of shares/Nature of interest:	Senior Vice President – Engineering of RCN Telecom Services, LLC, Yankee Cable Acquisition, LLC, Yankee Cable Parent, LLC, and Yankee Cable Partners, LLC
e. Number of votes:	0
f. Percentage of votes:	0%
a. Name and principal place of business:	Rob Roeder c/o RCN Telecom Services, LLC 196 Van Buren Street, Suite 300 Herndon, Virginia 20170
b. Citizenship:	United States
c. Relationship to OVS operator:	Senior Vice President – Network Services of RCN Telecom Services, LLC, Yankee Cable Acquisition, LLC, Yankee Cable Parent, LLC, and Yankee Cable Partners, LLC
d. Number of shares/Nature of interest:	Senior Vice President – Network Services of RCN Telecom Services, LLC, Yankee Cable Acquisition, LLC, Yankee Cable Parent, LLC, and Yankee Cable Partners, LLC
e. Number of votes:	0
f. Percentage of votes:	0%

Attachment E

Attributable Interest Holder Table Concerning Spectrum

a. Name and principal place of business:	SEI V RCN Cable AIV, L.P. 333 Middlefield Road, Suite 200 Menlo Park, California 94205 United States (Delaware LP)
b. Citizenship:	United States (Delaware LP)
c. Relationship to OVS operator:	19.63% owner Yankee Cable Partners, LLC upon consummation of the Transaction
d. Number of shares/Nature of interest:	19.63% owner Yankee Cable Partners, LLC upon consummation of the Transaction
e. Number of votes:	N/A
f. Percentage of votes:	N/A (19.63% ownership share of Yankee Cable Partners, LLC)
a. Name and principal place of business:	Spectrum Equity Associates V, L.P. 333 Middlefield Road, Suite 200 Menlo Park, California 94205
b. Citizenship:	United States (Delaware LP)
c. Relationship to OVS operator:	Sole general partner of SEI V RCN Cable AIV, L.P.
d. Number of shares/Nature of interest:	Sole general partner of SEI V RCN Cable AIV, L.P.
e. Number of votes:	N/A
f. Percentage of votes:	100% of SEI V RCN Cable AIV, L.P.
a. Name and principal place of business:	Spectrum V Investment Managers' Fund, L.P. 333 Middlefield Road, Suite 200 Menlo Park, California 94205
b. Citizenship:	United States (Delaware LP)
c. Relationship to OVS operator:	0.09% owner of Yankee Cable Partners, LLC upon consummation of the Transaction
d. Number of shares/Nature of interest:	0.09% owner of Yankee Cable Partners, LLC upon consummation of the Transaction
e. Number of votes:	N/A
f. Percentage of votes:	N/A (0.09% ownership share of Yankee Cable Partners, LLC)
a. Name and principal place of business:	SEA V Management LLC 333 Middlefield Road, Suite 200 Menlo Park, California 94205
b. Citizenship:	United States (Delaware LLC)
c. Relationship to OVS operator:	Sole general partner of Spectrum Equity

	Associates V, L.P. and Spectrum V Investment Managers' Fund, L.P.
d. Number of shares/Nature of interest:	Sole general partner of Spectrum Equity Associates V, L.P. and Spectrum V Investment Managers' Fund, L.P.
e. Number of votes:	N/A
f. Percentage of votes:	100% of Spectrum Equity Associates V, L.P. and Spectrum V Investment Managers' Fund, L.P.
a. Name and principal place of business:	Brion B. Applegate c/o SEA V Management LLC 333 Middlefield Road, Suite 200 Menlo Park, California 94205
b. Citizenship:	United States
c. Relationship to OVS operator:	Member of the Board of Managers of SEI V Management LLC
d. Number of shares/Nature of interest:	Member of the Board of Managers of SEI V Management LLC
e. Number of votes:	0
f. Percentage of votes:	0%
a. Name and principal place of business:	William P. Collatos One International Place, 29th Floor, Boston, Massachusetts 02110
b. Citizenship:	United States
c. Relationship to OVS operator:	Member of the Board of Managers of SEI V Management LLC
d. Number of shares/Nature of interest:	Member of the Board of Managers of SEI V Management LLC
e. Number of votes:	0
f. Percentage of votes:	0%
a. Name and principal place of business:	Kevin P. Maroni One International Place, 29th Floor, Boston, Massachusetts 02110
b. Citizenship:	United States
c. Relationship to OVS operator:	Member of the Board of Managers of SEI V Management LLC
d. Number of shares/Nature of interest:	Member of the Board of Managers of SEI V Management LLC
e. Number of votes:	0
f. Percentage of votes:	0%

a. Name and principal place of business:	Victor E. Parker c/o SEA V Management LLC 333 Middlefield Road, Suite 200 Menlo Park, California 94205
b. Citizenship:	United States
c. Relationship to OVS operator:	Member of the Board of Managers of SEI V Management LLC
d. Number of shares/Nature of interest:	Member of the Board of Managers of SEI V Management LLC
e. Number of votes:	0
f. Percentage of votes:	0%

a. Name and principal place of business:	Michael J. Kennealy One International Place, 29th Floor, Boston, Massachusetts 02110
b. Citizenship:	United States
c. Relationship to OVS operator:	Member of the Board of Managers of SEI V Management LLC
d. Number of shares/Nature of interest:	Member of the Board of Managers of SEI V Management LLC
e. Number of votes:	0
f. Percentage of votes:	0%

a. Name and principal place of business:	Christopher T. Mitchell One International Place, 29th Floor, Boston, Massachusetts 02110
b. Citizenship:	United States
c. Relationship to OVS operator:	Member of the Board of Managers of SEI V Management LLC
d. Number of shares/Nature of interest:	Member of the Board of Managers of SEI V Management LLC
e. Number of votes:	0
f. Percentage of votes:	0%

Attachment F

Attributable Interest Holder Table Concerning HarbourVest

a. Name and principal place of business:	HarbourVest Partners VIII-Buyout Fund L.P. c/o HarbourVest Partners LLC One Financial Center 44th Floor Boston, Massachusetts 02111
b. Citizenship:	United States (Delaware LP)
c. Relationship to OVS operator:	2.96% owner of Yankee Cable Partners, LLC upon consummation of the Transaction
d. Number of shares/Nature of interest:	2.96% owner of Yankee Cable Partners, LLC upon consummation of the Transaction
e. Number of votes:	N/A
f. Percentage of votes:	N/A (2.96% ownership share of Yankee Cable Partners, LLC)
a. Name and principal place of business:	HarbourVest VIII-Buyout Associates L.P. c/o HarbourVest Partners LLC One Financial Center 44th Floor Boston, Massachusetts 02111
b. Citizenship:	United States (Delaware LP)
c. Relationship to OVS operator:	Sole general partner of HarbourVest Partners VIII-Buyout Fund L.P.
d. Number of shares/Nature of interest:	Sole general partner of HarbourVest Partners VIII-Buyout Fund L.P.
e. Number of votes:	N/A
f. Percentage of votes:	100% of HarbourVest Partners VIII-Buyout Fund, L.P.
a. Name and principal place of business:	HarbourVest VIII-Buyout Associates LLC c/o HarbourVest Partners LLC One Financial Center 44th Floor Boston, Massachusetts 02111
b. Citizenship:	United States (Delaware LLC)
c. Relationship to OVS operator:	Sole general partner of HarbourVest VIII-Buyout Associates L.P.
d. Number of shares/Nature of interest:	Sole general partner of HarbourVest VIII-Buyout Associates L.P.
e. Number of votes:	N/A
f. Percentage of votes:	100% of HarbourVest VIII-Buyout Associates L.P.

a. Name and principal place of business:	HarbourVest Partners VIII-Mezzanine and Distressed Debt Fund L.P. c/o HarbourVest Partners LLC One Financial Center 44th Floor Boston, Massachusetts 02111
b. Citizenship:	United States (Delaware LP)
c. Relationship to OVS operator:	0.45% owner of Yankee Cable Partners, LLC upon consummation of the Transaction
d. Number of shares/Nature of interest:	0.45% owner of Yankee Cable Partners, LLC upon consummation of the Transaction
e. Number of votes:	N/A
f. Percentage of votes:	N/A (0.45% ownership share of Yankee Cable Partners, LLC)
a. Name and principal place of business:	HarbourVest VIII-Mezzanine Associates L.P. c/o HarbourVest Partners LLC One Financial Center 44th Floor Boston, Massachusetts 02111
b. Citizenship:	United States (Delaware LP)
c. Relationship to OVS operator:	Sole general partner of HarbourVest Partners VIII Mezzanine and Distressed Debt Fund L.P.
d. Number of shares/Nature of interest:	Sole general partner of HarbourVest Partners VIII Mezzanine and Distressed Debt Fund L.P.
e. Number of votes:	N/A
f. Percentage of votes:	100% of HarbourVest Partners VIII Mezzanine and Distressed Debt Fund L.P.
a. Name and principal place of business:	HarbourVest VIII-Mezzanine Associates LLC c/o HarbourVest Partners LLC One Financial Center 44th Floor Boston, Massachusetts 02111
b. Citizenship:	United States (Delaware LLC)
c. Relationship to OVS operator:	Sole general partner of HarbourVest VIII-Mezzanine Associates L.P.
d. Number of shares/Nature of interest:	Sole general partner of HarbourVest VIII-Mezzanine Associates L.P.
e. Number of votes:	N/A
f. Percentage of votes:	100% of HarbourVest VIII-Mezzanine Associates L.P.

a. Name and principal place of business:	HarbourVest Partners 2007 Direct Fund L.P. c/o HarbourVest Partners LLC One Financial Center 44th Floor Boston, Massachusetts 02111
b. Citizenship:	United States (Delaware LP)
c. Relationship to OVS operator:	2.01% owner of Yankee Cable Partners, LLC upon consummation of the Transaction
d. Number of shares/Nature of interest:	2.01% owner of Yankee Cable Partners, LLC upon consummation of the Transaction
e. Number of votes:	N/A
f. Percentage of votes:	N/A (2.01% ownership share of Yankee Cable Partners, LLC)
a. Name and principal place of business:	HarbourVest 2007 Direct Associates L.P. c/o HarbourVest Partners LLC One Financial Center 44th Floor Boston, Massachusetts 02111
b. Citizenship:	United States (Delaware LP)
c. Relationship to OVS operator:	Sole general partner of HarbourVest Partners 2007 Direct Fund L.P.
d. Number of shares/Nature of interest:	Sole general partner of HarbourVest Partners 2007 Direct Fund L.P.
e. Number of votes:	N/A
f. Percentage of votes:	100% of HarbourVest Partners 2007 Direct Fund L.P.
a. Name and principal place of business:	HarbourVest 2007 Direct Associates LLC c/o HarbourVest Partners LLC One Financial Center 44th Floor Boston, Massachusetts 02111
b. Citizenship:	United States (Delaware LLC)
c. Relationship to OVS operator:	Sole general partner of HarbourVest 2007 Direct Associates L.P.
d. Number of shares/Nature of interest:	Sole general partner of HarbourVest 2007 Direct Associates L.P.
e. Number of votes:	N/A
f. Percentage of votes:	100% of HarbourVest 2007 Direct Associates L.P.

a. Name and principal place of business:	HarbourVest Partners, LLC One Financial Center 44th Floor Boston, Massachusetts 02111
b. Citizenship:	United States (Delaware LLC)
c. Relationship to OVS operator:	Sole managing member of HarbourVest VIII-Buyout Associates LLC, HarbourVest VIII-Mezzanine Associates LLC, and HarbourVest 2007 Direct Associates LLC
d. Number of shares/Nature of interest:	Sole managing member of HarbourVest VIII-Buyout Associates LLC, HarbourVest VIII-Mezzanine Associates LLC, and HarbourVest 2007 Direct Associates LLC
e. Number of votes:	N/A
f. Percentage of votes:	100% of HarbourVest VIII-Buyout Associates LLC, HarbourVest VIII-Mezzanine Associates LLC, and HarbourVest 2007 Direct Associates LLC
a. Name and principal place of business:	George R. Anson HarbourVest Partners (U.K.) Limited Berkeley Square House, 8th Floor Berkeley Square London W1J 6DB
b. Citizenship:	Canada
c. Relationship to OVS operator:	Managing member of HarbourVest Partners, LLC
d. Number of shares/Nature of interest:	Managing member of HarbourVest Partners, LLC
e. Number of votes:	0
f. Percentage of votes:	0%
a. Name and principal place of business:	John M. Begg c/o HarbourVest Partners LLC One Financial Center 44th Floor Boston, Massachusetts 02111
b. Citizenship:	United States
c. Relationship to OVS operator:	Managing member of HarbourVest Partners, LLC
d. Number of shares/Nature of interest:	Managing member of HarbourVest Partners, LLC

e. Number of votes:	0
f. Percentage of votes:	0%
a. Name and principal place of business:	Philip M. Bilden c/o HarbourVest Partners (Asia) Limited Citibank Tower Suite 1207 3 Garden Road Central Hong Kong
b. Citizenship:	United States
c. Relationship to OVS operator:	Managing member of HarbourVest Partners, LLC
d. Number of shares/Nature of interest:	Managing member of HarbourVest Partners, LLC
e. Number of votes:	0
f. Percentage of votes:	0%
a. Name and principal place of business:	William A. Johnston c/o HarbourVest Partners LLC One Financial Center 44th Floor Boston, Massachusetts 02111
b. Citizenship:	Canada
c. Relationship to OVS operator:	Managing member of HarbourVest Partners, LLC
d. Number of shares/Nature of interest:	Managing member of HarbourVest Partners, LLC
e. Number of votes:	0
f. Percentage of votes:	0%
a. Name and principal place of business:	Ofer Nemirovsky c/o HarbourVest Partners LLC One Financial Center 44th Floor Boston, Massachusetts 02111
b. Citizenship:	United States
c. Relationship to OVS operator:	Managing member of HarbourVest Partners, LLC
d. Number of shares/Nature of interest:	Managing member of HarbourVest Partners, LLC
e. Number of votes:	0
f. Percentage of votes:	0%

a. Name and principal place of business:	Martha D. Vorlicek c/o HarbourVest Partners LLC One Financial Center 44th Floor Boston, Massachusetts 02111
b. Citizenship:	United States
c. Relationship to OVS operator:	Managing member of HarbourVest Partners, LLC
d. Number of shares/Nature of interest:	Managing member of HarbourVest Partners, LLC
e. Number of votes:	0
f. Percentage of votes:	0%

a. Name and principal place of business:	Robert M. Wadsworth c/o HarbourVest Partners LLC One Financial Center 44th Floor Boston, Massachusetts 02111
b. Citizenship:	United States
c. Relationship to OVS operator:	Managing member of HarbourVest Partners, LLC
d. Number of shares/Nature of interest:	Managing member of HarbourVest Partners, LLC
e. Number of votes:	0
f. Percentage of votes:	0%

a. Name and principal place of business:	D. Brooks Zug c/o HarbourVest Partners LLC One Financial Center 44th Floor Boston, Massachusetts 02111
b. Citizenship:	United States
c. Relationship to OVS operator:	Managing member of HarbourVest Partners, LLC
d. Number of shares/Nature of interest:	Managing member of HarbourVest Partners, LLC
e. Number of votes:	0
f. Percentage of votes:	0%

Attachment G

Attributable Interest Holder Table Concerning NYLCP

a. Name and principal place of business:	New York Life Investment Management Mezzanine Partners II, LP 51 Madison Avenue New York, New York 10010
b. Citizenship:	United States (Delaware LP)
c. Relationship to OVS operator:	0.79% owner of Yankee Cable Partners, LLC upon consummation of the Transaction
d. Number of shares/Nature of interest:	0.79% owner of Yankee Cable Partners, LLC upon consummation of the Transaction
e. Number of votes:	N/A
f. Percentage of votes:	N/A (0.79% ownership share of Yankee Cable Partners, LLC)
a. Name and principal place of business:	NYLIM Mezzanine Partners II Parallel Fund, LP 51 Madison Avenue New York, New York 10010
b. Citizenship:	United States (Delaware LP)
c. Relationship to OVS operator:	0.19% owner of Yankee Cable Partners, LLC upon consummation of the Transaction
d. Number of shares/Nature of interest:	0.19% owner of Yankee Cable Partners, LLC upon consummation of the transaction
e. Number of votes:	N/A
f. Percentage of votes:	N/A (0.19% ownership share of Yankee Cable Partners, LLC)
a. Name and principal place of business:	NYLIM Mezzanine Partners II GenPar, LP 51 Madison Avenue New York, New York 10010
b. Citizenship:	United States (Delaware LP)
c. Relationship to OVS operator:	Sole general partner of New York Life Investment Management Mezzanine Partners II, LP and NYLIM Mezzanine Partners II Parallel Fund, LP
d. Number of shares/Nature of interest:	Sole general partner of New York Life Investment Management Mezzanine Partners II, LP and NYLIM Mezzanine Partners II Parallel Fund, LP
e. Number of votes:	N/A
f. Percentage of votes:	100% of New York Life Investment Management Mezzanine Partners II, LP and

	NYLIM Mezzanine Partners II Parallel Fund, LP
a. Name and principal place of business:	NYLIM Mezzanine Partners II GenPar GP, LLC 51 Madison Avenue New York, New York 10010
b. Citizenship:	United States (Delaware LLC)
c. Relationship to OVS operator:	Sole general partner of NYLIM Mezzanine Partners II GenPar, LP
d. Number of shares/Nature of interest:	Sole general partner of NYLIM Mezzanine Partners II GenPar, LP
e. Number of votes:	N/A
f. Percentage of votes:	100% of NYLIM Mezzanine Partners II GenPar, LP
a. Name and principal place of business:	New York Life Capital Partners IV, LP 51 Madison Avenue New York, New York 10010
b. Citizenship:	United States (Delaware LP)
c. Relationship to OVS operator:	3.84% owner of Yankee Cable Partners, LLC upon consummation of the Transaction
d. Number of shares/Nature of interest:	3.84% owner of Yankee Cable Partners, LLC upon consummation of the Transaction
e. Number of votes:	N/A
f. Percentage of votes:	N/A (3.84% ownership share of Yankee Cable Partners, LLC)
a. Name and principal place of business:	New York Life Capital Partners IV-A, LP 51 Madison Avenue New York, New York 10010
b. Citizenship:	United States (Delaware LP)
c. Relationship to OVS operator:	0.90% owner of Yankee Cable Partners, LLC upon consummation of the Transaction
d. Number of shares/Nature of interest:	0.90% owner of Yankee Cable Partners, LLC upon consummation of the Transaction
e. Number of votes:	N/A
f. Percentage of votes:	N/A (0.90% ownership share of Yankee Cable Partners, LLC)
a. Name and principal place of business:	New York Life Capital Partners IV GenPar, LP 51 Madison Avenue

	New York, New York 10010
b. Citizenship:	United States (Delaware LP)
c. Relationship to OVS operator:	Sole general partner of New York Life Capital Partners IV, LP and New York Life Capital Partners IV-A, LP
d. Number of shares/Nature of interest:	Sole general partner of New York Life Capital Partners IV, LP and New York Life Capital Partners IV-A, LP
e. Number of votes:	N/A
f. Percentage of votes:	100% of New York Life Capital Partners IV, LP and New York Life Capital Partners IV-A, LP
a. Name and principal place of business:	New York Life Capital Partners IV GenPar GP, LLC
b. Citizenship:	United States (Delaware LLC)
c. Relationship to OVS operator:	Sole general partner of New York Life Capital Partners IV GenPar, LP
d. Number of shares/Nature of interest:	Sole general partner of New York Life Capital Partners IV GenPar, LP
e. Number of votes:	N/A
f. Percentage of votes:	100% of New York Life Capital Partners IV GenPar, LP
a. Name and principal place of business:	NYLCAP 2010 Co-Invest ECI Blocker A LP 51 Madison Avenue New York, New York 10010
b. Citizenship:	United States (Delaware LP)
c. Relationship to OVS operator:	0.56% owner of Yankee Cable Partners, LLC upon consummation of the Transaction
d. Number of shares/Nature of interest:	0.56% owner of Yankee Cable Partners, LLC upon consummation of the Transaction
e. Number of votes:	N/A
f. Percentage of votes:	N/A (0.56% ownership share of Yankee Cable Partners, LLC)
a. Name and principal place of business:	NYLCAP Co-Invest GenPar LP 51 Madison Avenue New York, New York 10010
b. Citizenship:	United States (Delaware LP)
c. Relationship to OVS operator:	Sole general partner of NYLCAP 2010 Co-Invest ECI Blocker A LP
d. Number of shares/Nature of interest:	Sole general partner of NYLCAP 2010 Co-

	Invest ECI Blocker A LP
e. Number of votes:	N/A
f. Percentage of votes:	100% of NYLCAP 2010 Co-Invest ECI Blocker A LP
a. Name and principal place of business:	NYLCAP 2010 Co-Invest GenPar GP, LLC 51 Madison Avenue New York, New York 10010
b. Citizenship:	United States (Delaware LLC)
c. Relationship to OVS operator:	Sole general partner of NYLCAP Co-Invest GenPar LP
d. Number of shares/Nature of interest:	Sole general partner of NYLCAP Co-Invest GenPar LP
e. Number of votes:	N/A
f. Percentage of votes:	100% of NYLCAP 2010 Co-Invest GenPar GP, LLC
a. Name and principal place of business:	NYLCAP Select Manager Fund, LP 51 Madison Avenue New York, New York 10010
b. Citizenship:	United States (Delaware LP)
c. Relationship to OVS operator:	0.32% owner of Yankee Cable Partners, LLC upon consummation of the Transaction
d. Number of shares/Nature of interest:	0.32% owner of Yankee Cable Partners, LLC upon consummation of the Transaction
e. Number of votes:	N/A
f. Percentage of votes:	N/A (0.32% of Yankee Cable Partners, LLC)
a. Name and principal place of business:	NYLCAP Select Manager GenPar, LP 51 Madison Avenue New York, New York 10010
b. Citizenship:	United States (Delaware LP)
c. Relationship to OVS operator:	Sole general partner of NYLCAP Select Manager Fund, LP
d. Number of shares/Nature of interest:	Sole general partner of NYLCAP Select Manager Fund, LP
e. Number of votes:	N/A
f. Percentage of votes:	100% of NYLCAP Select Manager Fund, LP
a. Name and principal place of business:	NYLCAP Select Manager GenPar GP, LLC 51 Madison Avenue New York, New York 10010

b. Citizenship:	United States (Delaware LLC)
c. Relationship to OVS operator:	Sole general partner of NYLCAP Select Manager GenPar, LP
d. Number of shares/Nature of interest:	Sole general partner of NYLCAP Select Manager GenPar, LP
e. Number of votes:	N/A
f. Percentage of votes:	100% of NYLCAP Select Manager GenPar, LP
a. Name and principal place of business:	NYLCAP Manager LLC 51 Madison Avenue New York, New York 10010
b. Citizenship:	United States (Delaware LLC)
c. Relationship to OVS operator:	Sole owner of NYLIM Mezzanine Partners II GenPar GP, LLC; New York Life Capital Partners IV GenPar GP LLC; NYLCAP 2010 Co-Invest GenPar GP, LLC; and NYLCAP Select Manager GenPar GP, LLC
d. Number of shares/Nature of interest:	Sole owner of NYLIM Mezzanine Partners II GenPar GP, LLC; New York Life Capital Partners IV GenPar GP LLC; NYLCAP 2010 Co-Invest GenPar GP, LLC; and NYLCAP Select Manager GenPar GP, LLC
e. Number of votes:	N/A
f. Percentage of votes:	100% of NYLIM Mezzanine Partners II GenPar GP, LLC; New York Life Capital Partners IV GenPar GP LLC; NYLCAP 2010 Co-Invest GenPar GP, LLC; and NYLCAP Select Manager GenPar GP, LLC
a. Name and principal place of business:	New York Life Investment Management Holdings LLC 51 Madison Avenue New York, New York 10010
b. Citizenship:	United States (Delaware LLC)
c. Relationship to OVS operator:	Sole owner of NYLCAP Manager LLC
d. Number of shares/Nature of interest:	Sole owner of NYLCAP Manager LLC
e. Number of votes:	N/A
f. Percentage of votes:	100% of NYLCAP Manager LLC
a. Name and principal place of business:	New York Life Insurance Company 51 Madison Avenue New York, New York 10010
b. Citizenship:	United States (Delaware corporation)

c. Relationship to OVS operator:	Sole owner of New York Life Investment Holdings LLC
d. Number of shares/Nature of interest:	Sole owner of New York Life Investment Holdings LLC
e. Number of votes:	N/A
f. Percentage of votes:	100% of New York Life Investment Holdings LLC
a. Name and principal place of business:	Thomas Haubenstricker c/o NYLCAP Manager LLC 51 Madison Avenue New York, New York 10010
b. Citizenship:	United States
c. Relationship to OVS operator:	Chief Executive Officer and member of the Board of Managers of NYLCAP Manager LLC
d. Number of shares/Nature of interest:	Chief Executive Officer and member of the Board of Managers of NYLCAP Manager LLC
e. Number of votes:	0
f. Percentage of votes:	0%
a. Name and principal place of business:	John Schumacher c/o NYLCAP Manager LLC 51 Madison Avenue New York, New York 10010
b. Citizenship:	United States
c. Relationship to OVS operator:	Chairman and member of the Board of Managers of NYLCAP Manager LLC
d. Number of shares/Nature of interest:	Chairman and member of the Board of Managers of NYLCAP Manager LLC
e. Number of votes:	0
f. Percentage of votes:	0%
a. Name and principal place of business:	Steven Benevento c/o NYLCAP Manager LLC 51 Madison Avenue New York, New York 10010
b. Citizenship:	United States
c. Relationship to OVS operator:	Executive Vice President and member of the Board of Managers of NYLCAP Manager LLC
d. Number of shares/Nature of interest:	Executive Vice President and member of the Board of Managers of NYLCAP Manager LLC
e. Number of votes:	0
f. Percentage of votes:	0%

a. Name and principal place of business:	Robert Barrack c/o NYLCAP Manager LLC 51 Madison Avenue New York, New York 10010
b. Citizenship:	United States
c. Relationship to OVS operator:	Chief Operating Officer of NYLCAP Manager LLC
d. Number of shares/Nature of interest:	Chief Operating Officer of NYLCAP Manager LLC
e. Number of votes:	0
f. Percentage of votes:	0%

a. Name and principal place of business:	James Barker c/o NYLCAP Manager LLC 51 Madison Avenue New York, New York 10010
b. Citizenship:	United States
c. Relationship to OVS operator:	Executive Vice President of NYLCAP Manager LLC
d. Number of shares/Nature of interest:	Executive Vice President of NYLCAP Manager LLC
e. Number of votes:	0
f. Percentage of votes:	0%

a. Name and principal place of business:	Amanda Parness c/o NYLCAP Manager LLC 51 Madison Avenue New York, New York 10010
b. Citizenship:	United States
c. Relationship to OVS operator:	Executive Vice President of NYLCAP Manager LLC
d. Number of shares/Nature of interest:	Executive Vice President of NYLCAP Manager LLC
e. Number of votes:	0
f. Percentage of votes:	0%

a. Name and principal place of business:	Susan Ruskin c/o NYLCAP Manager LLC 51 Madison Avenue New York, New York 10010
b. Citizenship:	United States

c. Relationship to OVS operator:	Executive Vice President of NYLCAP Manager LLC
d. Number of shares/Nature of interest:	Executive Vice President of NYLCAP Manager LLC
e. Number of votes:	0
f. Percentage of votes:	0%
a. Name and principal place of business:	John Y. Kim c/o New York Life Insurance Company 51 Madison Avenue New York, New York 10010
b. Citizenship:	United States
c. Relationship to OVS operator:	Executive Vice President of New York Life Insurance Company; President and Chief Executive Officer of New York Life Investment Management Holdings LLC; member of the Board of Managers of NYLCAP Manager LLC and New York Life Investment Management Holdings LLC
d. Number of shares/Nature of interest:	Executive Vice President of New York Life Insurance Company; President and Chief Executive Officer of New York Life Investment Management Holdings LLC; member of the Board of Managers of NYLCAP Manager LLC and New York Life Investment Management Holdings LLC
e. Number of votes:	0
f. Percentage of votes:	0%
a. Name and principal place of business:	John A. Cullen c/o NYLCAP Manager LLC 51 Madison Avenue New York, New York 10010
b. Citizenship:	United States
c. Relationship to OVS operator:	Member of the Board of Managers of NYLCAP Manager LLC
d. Number of shares/Nature of interest:	Member of the Board of Managers of NYLCAP Manager LLC
e. Number of votes:	0
f. Percentage of votes:	0%
a. Name and principal place of business:	Frank J. Ollari c/o New York Life Investment Management

	Holdings LLC 51 Madison Avenue New York, New York 10010
b. Citizenship:	United States
c. Relationship to OVS operator:	Executive Vice President of New York Life Investment Management Holdings LLC; member of the Board of Managers of NYLCAP Manager LLC and New York Life Investment Management Holdings LLC
d. Number of shares/Nature of interest:	Executive Vice President of New York Life Investment Management Holdings LLC; member of the Board of Managers of NYLCAP Manager LLC and New York Life Investment Management Holdings LLC
e. Number of votes:	0
f. Percentage of votes:	0%
a. Name and principal place of business:	Gary E. Wendlandt c/o New York Life Insurance Company 51 Madison Avenue New York, New York 10010
b. Citizenship:	United States
c. Relationship to OVS operator:	Vice Chairman of the Board & Chief Investment Officer of New York Life Insurance Company; Chairman of New York Life Investment Management Holdings LLC; member of the Board of Managers of NYLCAP Manager LLC, New York Life Investment Management Holdings LLC, and New York Life Insurance Company
d. Number of shares/Nature of interest:	Vice Chairman of the Board & Chief Investment Officer of New York Life Insurance Company; Chairman of New York Life Investment Management Holdings LLC; member of the Board of Managers of NYLCAP Manager LLC, New York Life Investment Management Holdings LLC, and New York Life Insurance Company
e. Number of votes:	0
f. Percentage of votes:	0%
a. Name and principal place of business:	John Siciliano c/o New York Life Management Holdings LLC

	51 Madison Avenue New York, New York 10010
b. Citizenship:	United States
c. Relationship to OVS operator:	Senior Managing Director and Head of Investment Boutiques of New York Life Investment Management Holdings LLC; member of the Board of Managers of NYLCAP Manager LLC and New York Life Investment Management Holdings LLC
d. Number of shares/Nature of interest:	Senior Managing Director and Head of Investment Boutiques of New York Life Investment Management Holdings LLC; member of the Board of Managers of NYLCAP Manager LLC and New York Life Investment Management Holdings LLC
e. Number of votes:	0
f. Percentage of votes:	0%
a. Name and principal place of business:	Sara L. Badler c/o New York Life Management Holdings LLC 51 Madison Avenue New York, New York 10010
b. Citizenship:	United States
c. Relationship to OVS operator:	Senior Managing Director and Chief Legal and Compliance Officer of New York Life Investment Management Holdings LLC
d. Number of shares/Nature of interest:	Senior Managing Director and Chief Legal and Compliance Officer of New York Life Investment Management Holdings LLC
e. Number of votes:	0
f. Percentage of votes:	0%
a. Name and principal place of business:	Allan Dowiak c/o New York Life Management Holdings LLC 51 Madison Avenue New York, New York 10010
b. Citizenship:	United States
c. Relationship to OVS operator:	Senior Managing Director and Head of Human Resources of New York Life Investment Management Holdings LLC
d. Number of shares/Nature of interest:	Senior Managing Director and Head of Human Resources of New York Life Investment

	Management Holdings LLC
e. Number of votes:	0
f. Percentage of votes:	0%
a. Name and principal place of business:	Anthony R. Malloy c/o New York Life Management Holdings LLC 51 Madison Avenue New York, New York 10010
b. Citizenship:	United States
c. Relationship to OVS operator:	Senior Managing Director of New York Life Investment Management Holdings LLC
d. Number of shares/Nature of interest:	Senior Managing Director of New York Life Investment Management Holdings LLC
e. Number of votes:	0
f. Percentage of votes:	0%
a. Name and principal place of business:	George S. Shively c/o New York Life Management Holdings LLC 51 Madison Avenue New York, New York 10010
b. Citizenship:	United States
c. Relationship to OVS operator:	Senior Managing Director, General Counsel and Secretary of New York Life Investment Management Holdings LLC
d. Number of shares/Nature of interest:	Senior Managing Director, General Counsel and Secretary of New York Life Investment Management Holdings LLC
e. Number of votes:	0
f. Percentage of votes:	0%
a. Name and principal place of business:	Julia A. Warren c/o New York Life Management Holdings LLC 51 Madison Avenue New York, New York 10010
b. Citizenship:	United States
c. Relationship to OVS operator:	Senior Managing Director and Chief Risk Officer of New York Life Investment Management Holdings LLC
d. Number of shares/Nature of interest:	Senior Managing Director and Chief Risk Officer of New York Life Investment

	Management Holdings LLC
e. Number of votes:	0
f. Percentage of votes:	0%
a. Name and principal place of business:	Daniel A. Andriola c/o New York Life Management Holdings LLC 51 Madison Avenue New York, New York 10010
b. Citizenship:	United States
c. Relationship to OVS operator:	Managing Director and Interim Chief Financial Officer of New York Life Investment Management Holdings LLC
d. Number of shares/Nature of interest:	Managing Director and Interim Chief Financial Officer of New York Life Investment Management Holdings LLC
e. Number of votes:	0
f. Percentage of votes:	0%
a. Name and principal place of business:	Albert W. Leier c/o New York Life Management Holdings LLC 51 Madison Avenue New York, New York 10010
b. Citizenship:	United States
c. Relationship to OVS operator:	Treasurer of New York Life Investment Management Holdings LLC
d. Number of shares/Nature of interest:	Treasurer of New York Life Investment Management Holdings LLC
e. Number of votes:	0
f. Percentage of votes:	0%
a. Name and principal place of business:	Theodore A. Mathas c/o New York Life Insurance Company 51 Madison Avenue New York, New York 10010
b. Citizenship:	United States
c. Relationship to OVS operator:	Member of the Board of Directors and Chairman, President & Chief Executive Officer of New York Life Insurance Company; member of the Board of Managers of New York Life Investment Management Holdings LLC

d. Number of shares/Nature of interest:	Member of the Board of Directors and Chairman, President & Chief Executive Officer of New York Life Insurance Company; member of the Board of Managers of New York Life Investment Management Holdings LLC
e. Number of votes:	0
f. Percentage of votes:	0%
a. Name and principal place of business:	Christopher O. Blunt c/o New York Life Insurance Company 51 Madison Avenue New York, New York 10010
b. Citizenship:	United States
c. Relationship to OVS operator:	Executive Vice President of New York Life Insurance Company
d. Number of shares/Nature of interest:	Executive Vice President of New York Life Insurance Company
e. Number of votes:	0
f. Percentage of votes:	0%
a. Name and principal place of business:	Frank M. Boccio c/o New York Life Insurance Company 51 Madison Avenue New York, New York 10010
b. Citizenship:	United States
c. Relationship to OVS operator:	Executive Vice President & Chief Administrative Officer of New York Life Insurance Company
d. Number of shares/Nature of interest:	Executive Vice President & Chief Administrative Officer of New York Life Insurance Company
e. Number of votes:	0
f. Percentage of votes:	0%
a. Name and principal place of business:	Sheila K. Davidson c/o New York Life Insurance Company 51 Madison Avenue New York, New York 10010
b. Citizenship:	United States
c. Relationship to OVS operator:	Executive Vice President & Chief Legal Officer & General Counsel of New York Life Insurance Company

d. Number of shares/Nature of interest:	Executive Vice President & Chief Legal Officer & General Counsel of New York Life Insurance Company
e. Number of votes:	0
f. Percentage of votes:	0%
a. Name and principal place of business:	Richard L. Mucci c/o New York Life Insurance Company 51 Madison Avenue New York, New York 10010
b. Citizenship:	United States
c. Relationship to OVS operator:	Executive Vice President of New York Life Insurance Company
d. Number of shares/Nature of interest:	Executive Vice President of New York Life Insurance Company
e. Number of votes:	0
f. Percentage of votes:	0%
a. Name and principal place of business:	Mark W. Pfaff c/o New York Life Insurance Company 51 Madison Avenue New York, New York 10010
b. Citizenship:	United States
c. Relationship to OVS operator:	Executive Vice President of New York Life Insurance Company
d. Number of shares/Nature of interest:	Executive Vice President of New York Life Insurance Company
e. Number of votes:	0
f. Percentage of votes:	0%
a. Name and principal place of business:	Michael E. Sproule c/o New York Life Insurance Company 51 Madison Avenue New York, New York 10010
b. Citizenship:	United States
c. Relationship to OVS operator:	Executive Vice President & Chief Financial Officer of New York Life Insurance Company; member of the Board of Managers of New York Life Investment Management Holdings LLC
d. Number of shares/Nature of interest:	Executive Vice President & Chief Financial Officer of New York Life Insurance Company; member of the Board of Managers of New

	York Life Investment Management Holdings LLC
e. Number of votes:	0
f. Percentage of votes:	0%
a. Name and principal place of business:	Betty C. Alewine c/o New York Life Insurance Company 51 Madison Avenue New York, New York 10010
b. Citizenship:	United States
c. Relationship to OVS operator:	Member of the Board of Directors of New York Life Insurance Company
d. Number of shares/Nature of interest:	Member of the Board of Directors of New York Life Insurance Company
e. Number of votes:	0
f. Percentage of votes:	0%
a. Name and principal place of business:	Robert M. Baylis c/o New York Life Insurance Company 51 Madison Avenue New York, New York 10010
b. Citizenship:	United States
c. Relationship to OVS operator:	Member of the Board of Directors of New York Life Insurance Company
d. Number of shares/Nature of interest:	Member of the Board of Directors of New York Life Insurance Company
e. Number of votes:	0
f. Percentage of votes:	0%
a. Name and principal place of business:	Ralph de la Vega c/o New York Life Insurance Company 51 Madison Avenue New York, New York 10010
b. Citizenship:	United States
c. Relationship to OVS operator:	Member of the Board of Directors of New York Life Insurance Company
d. Number of shares/Nature of interest:	Member of the Board of Directors of New York Life Insurance Company
e. Number of votes:	0
f. Percentage of votes:	0%
a. Name and principal place of business:	Mark L. Feidler

	c/o New York Life Insurance Company 51 Madison Avenue New York, New York 10010
b. Citizenship:	United States
c. Relationship to OVS operator:	Member of the Board of Directors of New York Life Insurance Company
d. Number of shares/Nature of interest:	Member of the Board of Directors of New York Life Insurance Company
e. Number of votes:	0
f. Percentage of votes:	0%
a. Name and principal place of business:	Kent B. Foster c/o New York Life Insurance Company 51 Madison Avenue New York, New York 10010
b. Citizenship:	United States
c. Relationship to OVS operator:	Member of the Board of Directors of New York Life Insurance Company
d. Number of shares/Nature of interest:	Member of the Board of Directors of New York Life Insurance Company
e. Number of votes:	0
f. Percentage of votes:	0%
a. Name and principal place of business:	Christina A. Gold c/o New York Life Insurance Company 51 Madison Avenue New York, New York 10010
b. Citizenship:	Canada
c. Relationship to OVS operator:	Member of the Board of Directors of New York Life Insurance Company
d. Number of shares/Nature of interest:	Member of the Board of Directors of New York Life Insurance Company
e. Number of votes:	0
f. Percentage of votes:	0%
a. Name and principal place of business:	Conrad K. Harper c/o New York Life Insurance Company 51 Madison Avenue New York, New York 10010
b. Citizenship:	United States
c. Relationship to OVS operator:	Member of the Board of Directors of New York Life Insurance Company
d. Number of shares/Nature of interest:	Member of the Board of Directors of New

	York Life Insurance Company
e. Number of votes:	0
f. Percentage of votes:	0%
a. Name and principal place of business:	S. Thomas Moser c/o New York Life Insurance Company 51 Madison Avenue New York, New York 10010
b. Citizenship:	United States
c. Relationship to OVS operator:	Member of the Board of Directors of New York Life Insurance Company
d. Number of shares/Nature of interest:	Member of the Board of Directors of New York Life Insurance Company
e. Number of votes:	0
f. Percentage of votes:	0%
a. Name and principal place of business:	Joseph W. Prueher c/o New York Life Insurance Company 51 Madison Avenue New York, New York 10010
b. Citizenship:	United States
c. Relationship to OVS operator:	Member of the Board of Directors of New York Life Insurance Company
d. Number of shares/Nature of interest:	Member of the Board of Directors of New York Life Insurance Company
e. Number of votes:	0
f. Percentage of votes:	0%
a. Name and principal place of business:	Thomas C. Schievelbein c/o New York Life Insurance Company 51 Madison Avenue New York, New York 10010
b. Citizenship:	United States
c. Relationship to OVS operator:	Member of the Board of Directors of New York Life Insurance Company
d. Number of shares/Nature of interest:	Member of the Board of Directors of New York Life Insurance Company
e. Number of votes:	0
f. Percentage of votes:	0%
a. Name and principal place of business:	William G. Walter c/o New York Life Insurance Company

	51 Madison Avenue New York, New York 10010
b. Citizenship:	United States
c. Relationship to OVS operator:	Member of the Board of Directors of New York Life Insurance Company
d. Number of shares/Nature of interest:	Member of the Board of Directors of New York Life Insurance Company
e. Number of votes:	0
f. Percentage of votes:	0%