Transfer Agreement of

The City of Boston

with

RCN Corporation,

RCN-BecoCom, Inc.,

RCN BecoCom LLC, and

Yankee Cable Acquisition, LLC

Regarding the Transfer of the

RCN-BecoCom Inc.

Open Video System (OVS)

Operating Agreement

July 16, 2010

Thomas M. Menino, Mayor

City of Boston

TRANSFER AGREEMENT

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TRANSFER AGREEMENT

THIS AGREEMENT is made this 16th day of July, 2010, by and between:

1.1.1. The City of Boston ("Boston");

1.1.2. RCN-BecoCom, Inc. ("Licensee");

1.1.3. RCN-BecoCom LLC ("Successor Licensee")

1.1.4. RCN Corporation ("RCN");

1.1.5. Yankee Cable Acquisition, L.L.C. ("Yankee Cable" or "Transferee") and

1.1.6. Licensee, Successor Licensee, RCN, and Yankee Cable may be referred to herein individually as "Company," and jointly as "Companies."

RECITALS

WHEREAS, Boston granted the Licensee a nonexclusive Open Video System ("OVS") license ("Current License") dated September 30, 2002, which agreement has been extended by mutual agreements in executed letters dated July 24, 2009 and January 29, 2010;

WHEREAS, Licensee has agreed to a renewed License Agreement ("License Agreement") effective as of July 16, 2010, for a term of ten (10) years;

WHEREAS, Licensee is a wholly owned indirect subsidiary of RCN Corporation;

WHEREAS, pursuant to a transaction (the "Proposed Transaction") described in an Agreement and Plan of Merger dated as of March 5, 2010 (the "Merger Agreement"), The Licensee will merge into and with its affiliate, RCN BecoCom LLC, a Delaware limited liability company and, upon consummation of the Proposed Transaction, Transferee will acquire indirect control of the Licensee and the OVS system serving Boston (the "System");

WHEREAS, Section 2.4 of the Current License and Section 1.4 of the License Agreement provides that the prior approval of Boston is required for a transfer of control of the

Licensee;

WHEREAS, on or about March 24, 2010, Licensee filed a Petition with Boston and requested that Boston approve the Proposed Transaction (the "Transfer Application");

WHEREAS, on April 21, 2010 and April 27, 2010, Boston requested additional information regarding the Proposed Transaction (the "Information Requests");

WHEREAS, on April 26, 2010, and April 28th, Licensee, RCN and Yankee Cable responded to the Information Requests;

WHEREAS, pursuant to Federal and Commonwealth law, Boston may inquire into whether the entity or entities that will own or control the System after the proposed transaction has or have: (i) been properly certified by the FCC to operate an Open Video System within the License Area; (ii) agreed to accept and fully comply with all terms of the License Agreement; and (iii) provided reasonable assurances that it is or they are able to and will comply with the terms of the License Agreement and applicable law;

WHEREAS, pursuant to the License Agreement, Boston may require any entity or entities that will own or control the System to execute an agreement providing that (i) such entity or entities assumes and agrees to be bound by all applicable provisions of the License Agreement; and (ii) such entity or entities agrees that approval of the transfer petition does not waive Boston's right to consider past breaches and other past performance problems in future renewal or other proceedings;

WHEREAS, Yankee Cable, RCN, Licensee and Successor Licensee have represented to Boston that the Proposed Transaction will result in no change to the current management, technical, and operational personnel of the System, and will not have a detrimental effect on, or result in material change in, the service provided to existing customers;

WHEREAS, Yankee Cable has stated that it agrees to abide by the terms of the License Agreement, the FCC's rules governing OVS, and any applicable Boston laws or regulations;

WHEREAS, Boston has reviewed the Application and followed all required procedures to consider and act upon the Application;

WHEREAS, in compliance with the License and Commonwealth rules, after publication more than 14 days in advance of the event, a public hearing was conducted on the transfer on May 24, 2010. A copy of the notice and a copy of the transcription of the hearing paid for by Licensee is attached hereto and incorporated by reference; and

WHEREAS, Boston and the Companies have reached agreement on the terms and conditions set forth herein, and the Companies agree to be bound by those terms and conditions.

NOW, THEREFORE, in consideration for Boston's consent to the Proposed Transaction and subject to the terms and conditions of this Transfer Agreement, THE PARTIES DO HEREBY AGREE as follows:

1. TRANSFER

1.1. The foregoing recitals are true and correct and are incorporated herein by reference.

1.2. Boston has consented through this Transfer Agreement to the Proposed Transaction as described in the Transfer Application, in consideration for the promises and performances of Yankee Cable, RCN, Successor Licensee, and Licensee as expressed in this Transfer Agreement.

2. ACCEPTANCE OF LICENSE OBLIGATIONS

2.1. Nothing in this Transfer Agreement amends or alters the License Agreement or any requirements therein in any way, and all provisions of the License Agreement remain in full force and effect and are enforceable in accordance with their terms and with applicable law.

2.2. The Companies agree that neither the Proposed Transaction nor Boston's approval of the Proposed Transaction shall in any respect relieve the Licensee, Successor Licensee or any of their successors in interest of responsibility for past acts or omissions, known or unknown. Successor Licensee hereby agrees that it shall continue to be liable for any such acts and omissions, known and unknown, including liability for any and all previously accrued but unfulfilled obligations to Boston under the License Agreement and applicable law, for all purposes, including but not limited to review of past performance. Successor Licensee agrees that all acts and omissions of Licensee occurring prior to this Transfer Agreement will continue to be deemed to be those of Successor Licensee. The Proposed Transaction shall not restrict or expand the rights of the Successor Licensee under or related to the License Agreement as compared to those that could have been exercised by the Licensee prior to the Proposed Transaction.

2.3. The Companies shall ensure that all records pertaining to the License, including financial records, shall continue to be available after the Proposed Transaction in the same way and to the same extent such information was available prior to the Proposed Transaction.

2.4. Yankee Cable agrees that, from and after the consummation of the Proposed Transaction, it will not take any action inconsistent with the promises contained in the License Agreement, and shall comply and cause Successor Licensee to fully comply with all of the terms and conditions set forth in the License Agreement and (when executed and delivered) this Transfer Agreement.

2.5. Boston reserves all rights not expressly granted in this Transfer Agreement, including without limitation those specified below.

2.6. Boston waives none of its rights with respect to the Licensee's compliance with the requirements set forth in the Current License. At no time will the Companies contend, either directly or indirectly, that Boston is barred, by reason of the Proposed Transaction, from considering, or raising claims based on, any defaults of Licensee, any failure by Licensee to provide reasonable service in light of the community's needs, or any failure by Licensee to comply with the terms and conditions of the Current License or with applicable law. Boston's approval of the Proposed Transaction shall in no way be deemed a representation by Boston that the Licensee is in compliance with all of its obligations under the Current License.

2.7. Neither this Transfer Agreement, nor any other action or omission by Boston at or before the execution of this Transfer Agreement, shall be construed to grant Boston's consent to any future transfer of the License Agreement and/or the System, and/or any future change in ownership and/or control of the Successor Licensee and/or the System, or to mean that Boston's consent to any future transaction is not required.

2.8. Any consent given by Boston to the Proposed Transaction is made without prejudice to, or waiver of, Boston's right to investigate and take into account any lawful considerations during any future license renewal or transfer process.

2.9. This Transfer Agreement does not affect and shall not be construed to affect the rights and authority of Boston to regulate or authorize, by ordinance, license or otherwise, use of the public rights-of-way for purposes other than for cable service. To the extent that the Successor Licensee may seek to provide a service other than cable service over the System, Boston reserves the right to require any additional authorizations regarding such services that it may lawfully require. Consent to the Transfer shall not be deemed to be consent to the use of the public rights-of-way by any of the Companies or any of their Affiliates for any purpose other than the provision of cable service

2.10. Boston reserves all of its rights regarding the charging of a license fee or other compensation for the right to provide cable modem service, broadband service, information services, and any other service that the System has the technical capability of delivering using the rights-of-way within Boston. Boston's consent to the Transfer shall not relieve the Successor Licensee of any obligation to pay such compensation, past, present, or future.

2.11. Boston reserves all of its rights to regulate cable modem service, broadband service, information services, and any other service that that the System has the technical capability of delivering under applicable law, including, without limitation, the right to adopt rules related to subscriber privacy and customer service.

3. NO EFFECT ON RATES

3.1. The Companies represent and warrant that neither the Proposed Transaction nor this Transfer Agreement will result in any increase in subscriber rates.

4. REPRESENTATIONS AND WARRANTIES

4.1. Each of the Companies hereby represents and warrants that at the time of the execution of this Agreement: (a) it is a corporation or limited liability company duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized; (b) the License Agreement and, assuming due execution hereof by the other parties hereto, this Transfer Agreement, constitute legal, valid, and binding obligations of such Company enforceable in accordance with their terms; (c) the execution and delivery of, and performance by such Company under, this Transfer Agreement and the License Agreement, where applicable, are within such Company's power and authority without the joinder or consent of any other party and have been duly authorized by all requisite corporate or limited liability company action on the part of such Company and are not in contravention of such Company's limited liability company operating agreement, charter, bylaws, and/or other organizational documents; and (d) no representation made to Boston by such Company is incomplete, untrue, or inaccurate in any material respect.

4.2. Licensee and Successor Licensee represents and warrants that neither the Proposed Transaction nor this Transfer Agreement will adversely affect their respective ability to meet the requirements of the License Agreement.

4.3. The Companies represent and warrant that the Proposed Transaction will not have any adverse financial effect on the System, or adversely affect either the performance of the

System or the Licensee's financial obligations with regard to the System. The Companies represent and warrant that after the Proposed Transaction, Successor Licensee's financial qualifications will be such as shall enable Successor Licensee to maintain and operate its system in Boston.

4.4. Successor Licensee represents and warrants that the Proposed Transaction will not in any respect reduce the quality of customer service in Boston.

4.5. Successor Licensee represents and warrants that the Proposed Transaction will not reduce the quality of existing system maintenance or repair.

4.6. Licensee represents and warrants that it has not and will not grant any other entity any right to use the System or any portion of the System, whether by means of a lease, irrevocable right of use, or any other type of grant or conveyance, without the prior written consent of Boston, to the extent such consent would be required under the License Agreement or applicable law.

5. COMMITMENTS BY THE LICENSEE

5.1. In accordance with Section 1.4(3) of the License Agreement and subject to the maximum reimbursement limitation set forth therein, RCN and Yankee Cable agree to reimburse Boston for all reasonable expenses associated with the legal, financial and administrative expenses incurred in the review of the Transfer Application. Payment to Boston shall be delivered within thirty (30) days of receipt of invoices, provided that no payment shall be made to Boston unless the Mayor, as Franchising Authority, has approved this Agreement. Such payments are in addition to any license fee, and shall be deemed subject to the exception specified in 47 U.S.C. § 542(g)(2)(D). Failure to make timely payment of these costs and expenses, except to the extent that they are the subject of legitimate dispute, shall constitute a material violation of this Transfer Agreement.

5.2. Successor Licensee shall continue to provide a Senior Discount and Basic Service rate as set forth in an agreement dated July 16, 2010.

5.3. Licensee has partnered with the Mayor's Wi-Fi initiative, has offered backhaul support for "Open Air Boston," and supports the City's Broadband Technology Opportunities Program ("BTOP") applications with the United States Department of Commerce's National Telecommunications and Information Agency.

5.4. Successor Licensee shall continue to provide fiber and maintenance of fiber for use in the Boston municipal network ("PIN") pursuant to the License Agreement.

5.5. Successor Transferee shall continue to maintain the video return from the Boston City Council studio pursuant to the License Agreement.

5.6. Successor Licensee as of September 1, 2010, will offer Ch. 82 as a fifth access programming channel for government use pursuant to the terms set forth in the License Agreement.

5.7. Successor Transferee shall continue to provide six (6) strands of fiber, available and unused, to terminate at the South Station/Bedford Street NStar facility (Station 514) and 43 Hawkins Street, West End, for the purpose of filling interconnection gaps between and among different fiber networks available to the City pursuant to the terms set forth in the License Agreement.

6. INDEMNIFICATION

6.1. The Companies agree to indemnify and hold Boston, its elected and appointed officers, officials, employees, agents, and contractors, harmless against third party claims of any loss, claim, damage, liability or expense (including, without limitation, reasonable attorneys' fees) caused by any representation or warranty made by that Company herein which is determined by the parties or by a court of competent jurisdiction to be untrue or inaccurate in any material respect.

6.2. The Companies shall indemnify and hold Boston, its elected and appointed officers, officials, employees, agents, and contractors, harmless against any loss, claim, damage, liability or expense (including, without limitation, reasonable attorneys' fees) incurred by Boston in connection with any action or proceeding commenced by a third party (not one of the parties

to this Transfer Agreement) claiming or asserting any liability of Boston relating to or arising from the Proposed Transaction or this Transfer Agreement.

7. ADDITIONAL CONDITIONS

7.1. In the event the Proposed Transaction does not close within 180 days after the date of Boston's consent to the Proposed Transaction, or closes on terms that are in any material respect different from the terms disclosed to Boston in writing, then any Boston consent to the Proposed Transaction and this Transfer Agreement shall be void and of no force or effect, and the Proposed Transaction deemed to have been timely denied.

7.2. The Companies hereby waive any and all claims that they may have that any denial of the Transfer Application that results from failure of the conditions in Section 7.1 fails to satisfy the deadlines established by applicable law including, without limitation, claims based on, arising out of, or relating to 47 U.S.C. § 537, as amended, and agree that they shall be deemed to have agreed to an extension of the time to act on the Transfer Application as required to make any such denial effective.

8. BREACHES

Any breach of this Transfer Agreement or any exhibit thereto shall be deemed a breach of the License Agreement and shall be subject to all remedies available for a breach of the License Agreement, in addition to any other remedies the parties may have under this Transfer Agreement at law or equity.

9. MISCELLANEOUS PROVISIONS.

9.1. **Effective Date**: This Transfer Agreement shall be effective and binding upon the signatories once it has been signed by all signatories.

9.2. **Binding Acceptance**: This Transfer Agreement shall bind and benefit the parties hereto and their respective heirs, beneficiaries, administrators, executors, receivers, trustees, successors and assigns, and the promises and obligations herein shall survive the

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9.2. **Binding Acceptance**: This Transfer Agreement shall bind and benefit the parties hereto and their respective heirs, beneficiaries, administrators, executors, receivers, trustees, successors and assigns, and the promises and obligations herein shall survive the

expiration date hereof. Any purported assignment of this Transfer Agreement is void without the express written consent of the signatories.

9.3. **Voluntary Agreement**: This Transfer Agreement is freely and voluntarily given by each party, without any duress or coercion, and after each party has consulted with its counsel. Each party has carefully and completely read all of the terms and provisions of this Transfer Agreement. Neither any of the Companies, nor any of their affiliates, nor Boston, will take any action to challenge any provision of this Transfer Agreement; nor will they participate with any other person or entity in any such challenge.

9.4. **Severability**: If any term, condition, or provision of this Transfer Agreement shall, to any extent, be held to be invalid, preempted, or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective.

9.5. **Counterparts**: This Transfer Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all parties shall not have signed the same counterpart.

9.6. **Conforming Amendments to License Agreement**: Yankee Cable and Licensee agree to accept License amendments that may be adopted by Boston to the extent necessary to conform the License Agreement to the Proposed Transaction or the provisions of this Transfer Agreement.

9.7. **Governing Law**: This Transfer Agreement shall be governed in all respects by the laws of the City of Boston and the Commonwealth of Massachusetts.

9.8. **Captions and References**: The captions and headings of sections throughout this Transfer Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Transfer Agreement. Such captions shall not affect the meaning or interpretation of this Transfer Agreement.

INTENTIONALLY LEFT BLANK

AGREED TO BY THE PARTIES:

_____ By: _____

Date

Thomas M. Menino, Mayor

CITY OF BOSTON

APPROVED AS TO FORM: 7-16-10

William F. Sinnott, Corporation Counsel

CITY OF BOSTON

July 15, 2010 By: _____

Date

Name: Michael T. Sicoli

RCN CORPORATION

July 15, 2010 By: _____

Date

Name: Michael T. Sicoli

RCN-BECOCOM, INC.

July 15, 2010 By: _____

Date

Name: Michael T. Sicoli

RCN-BECOCOM LLC

July 15, 2010 By: _____

Date

Name: Robert MacInnis

YANKEE CABLE ACQUISITION, L.L.C.