

NOTICES AND ACKNOWLEDGMENTS AGREEMENT

This NOTICES AND ACKNOWLEDGMENTS AGREEMENT is made and entered into on this the ____ day of September 2009 by and between PROVO CITY CORPORATION, a Utah municipal corporation (“Provo”) and BROADWEAVE NETWORKS OF PROVO, LLC, a Utah limited liability company (“Broadweave”); and BROADWEAVE NETWORKS, INC., a Utah corporation (“Broadweave Parent”).

RECITALS

WHEREAS Provo and Broadweave entered into an Asset Purchase Agreement dated May 5, 2008 wherein Broadweave agreed to purchase and Provo agreed to sell substantially all of the assets relating to the fiber-to-the-premises communication network known as the iProvo network (“System”); and

WHEREAS in connection with the sale and purchase of the System, Provo and Broadweave executed and delivered various documents and agreements including: a senior secured promissory note in the amount of \$38,850,000 (“Note”); a senior secured promissory note for certain headend facilities in the amount of \$1,750,000 (“Headend Note”); a deed of trust, assignment of contracts and receivables, security agreement and financing statement (“Security Agreement”); a surety agreement (“Surety Agreement”); a corporate guarantee by Broadweave Parent (“Guarantee”); a lease of the network operations center building (“Lease”); a license agreement (“License Agreement”); a services agreement (“Services Agreement”); and a joint facilities agreement (“Joint Facilities Agreement”) (collectively, including the Asset Purchase Agreement, “Transaction Agreements”); and

WHEREAS Provo and Broadweave closed on the Transaction Agreements on or about August 29, 2008; and

WHEREAS Broadweave and Broadweave Parent have come to an understanding with Veracity Communications, Inc. (“Veracity”) whereby Broadweave Parent and Veracity will merge or otherwise combine companies (“Merger”); and

WHEREAS Provo recognizes that the Merger is in the interest of Provo because it will increase the financial performance of Broadweave and Broadweave Parent which, in turn, will provide further assurance the Broadweave and Broadweave Parent will meet their obligations under the Transaction Agreements; and

WHEREAS Provo, Broadweave, and Broadweave Parent wish to provide certain notices to each other and mutually acknowledge certain facts associated with the Transaction Agreements and Merger;

NOW THEREFORE, in consideration of the covenants, representations, warranties, and mutual agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto promise and agree as follows:

AGREEMENT

Broadweave and Broadweave Parent hereby provide notice to Provo that the address for Broadweave and Broadweave Parent has changed and is now 744 North 300 West, Provo, Utah 84601.

Broadweave, Broadweave Parent, and Provo hereby recognize, acknowledge, and agree that Broadweave has paid in full the Headend Note and Broadweave has no remaining or further obligations under the Headend Note.

Broadweave, Broadweave Parent, and Provo hereby recognize, acknowledge, and agree that the Merger does not satisfy the Change of Control Payment provision in Section 5(j) of the Asset Purchase Agreement and does not necessitate or otherwise require Broadweave or Broadweave Parent to make a Change of Control Payment to Provo.

Broadweave, Broadweave Parent and Provo hereby recognize and agree that Broadweave Parent has met, to Provo's satisfaction, all of the conditions of Section 8.f. of the Guarantee regarding consolidation, merger, or conveyance or lease of substantially all of Broadweave Parent's assets.

IN WITNESS WHEREOF, this NOTICES AND ACKNOWLEDGEMENTS has been executed by the parties hereto as of the date first above written.

Signature Page Follows

PROVO CITY CORPORATION

Lewis K. Billings
Mayor

ATTEST:

Provo City Recorder

BROADWEAVE NETWORKS OF PROVO LLC
By: Broadweave Networks, Inc., its
managing member

By: _____
David C. Moon, its Chief Executive Officer

State of Utah)
 :SS
County of Utah)

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, for and in behalf of Broadweave Networks of Provo LLC by David C. Moon, CEO of its managing member, who duly acknowledged to me that having received proper authorization from Broadweave Networks of Provo LLC, he signed this instrument for and in behalf of the LLC, and that the execution of the instrument is the act of the LLC for the purposes stated in it.

Notary Public

BROADWEAVE NETWORKS, INC.

By: _____

David C. Moon, its Chief Executive Officer

State of Utah)
 :SS
County of Utah)

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, for and in behalf of Broadweave Networks Inc. by David C. Moon, its CEO, who duly acknowledged to me that having received proper authorization from Broadweave Networks Inc., he signed this instrument for and in behalf of the corporation, and that the execution of the instrument is the act of the corporation for the purposes stated in it.

Notary Public