

FIRST AMENDMENT TO NOTE

This FIRST AMENDMENT TO NOTE 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”).

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 Networks, Inc. (“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 one of the conditions of the Merger is that Provo and Broadweave restructure the payment terms of the Note; and

WHEREAS Provo, Broadweave, and Broadweave Parent wish to amend the Note to facilitate the 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

1. Section 3 of the Note shall be deleted in its entirety and replaced with the following:

Monthly Installment Payments. Principal of and interest on this Note shall be paid in monthly installments according to the payment schedule attached as Exhibit A (recognizing that Exhibit A is a combined payment schedule under both the Headend Note and this Note and that Broadweave has paid the Headend Note in full) . Maker's promise and obligation to pay the monthly payments specified herein is absolute and unconditional, and each such monthly payment shall be timely paid by Maker to Payee regardless of: (i) the remaining balance due hereunder, if any, at the time any such payment is due, or (ii) the status of or any circumstances surrounding the System for which this Note is made. Monthly installments shall be paid by ACH or wire transfer in immediately available funds to the following account: Zions Bank, 111 North 200 West, Provo, Utah 84601, ABA#124000054, to Credit of Provo City, Account#32146581 (City Contact: Finance Director, 801-852-6502). Any payments made under this Note shall be applied first to any interest and other amounts due hereunder, and any balance shall be applied to reduce the principal hereof.

2. Section 5 of the Note shall be deleted in its entirety and replaced with the following:

Security. This Note is secured by assets identified in a Deed of Trust, Assignment of Contracts and Receivables, Security Agreement and Financing Statement ("Security Agreement") of even date herewith executed by Maker. This Note is also secured by a payment guarantee ("Guarantee") from Broadweave Networks, Inc., a Utah corporation, and a Surety Agreement executed by Maker and Payee.

IN WITNESS WHEREOF, this FIRST AMENDMENT TO NOTE 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

