

Whereas, New Notes Nos. 6 to 11, inclusive, were duly authorized, executed and delivered by the Mortgagor to the Mortgagee to evidence the unpaid principal and accumulated interest due to the Mortgagee on certain mortgage notes made by Reno Telephone Association, Inc. (hereinafter called "Reno"), a corporation organized and existing under the laws of the State of Kansas, and payable to the Mortgagee; all in accord with certain of the terms and conditions of an agreement, made as of February 14, 1969, by and among Reno, the Mortgagor and the Mortgagee, which provides, among other things, for the sale of Reno's assets to, and the assumption of Reno's liabilities by, the Mortgagor; and

WHEREAS, the definition of Outstanding Notes, as referred to above and as in the Mortgage is contained, shall hereinafter be taken to also include the New Notes; and

WHEREAS, it is intended hereby that all assets of Mid-Kansas and Reno, acquired by the Mortgagor as a result of such sales, be included among the properties covered by the Mortgage; and

WHEREAS, Richmond Dial, Inc., a corporation organized under the laws of the State of Kansas (hereinafter called "Richmond"), to evidence the borrowing of funds from the Mortgagee pursuant to the Act, and for value received, has heretofore duly authorized and executed, and has delivered to the Mortgagee, the following certain mortgage notes (hereinafter collectively called the "Richmond Notes"), all payable to the Mortgagee, in installments:

Note No.	DATE	PRINCIPAL AMOUNT	FINAL PAYMENT DATE
1	July 26, 1955	\$ 30,000	July 26, 1990
2	June 1, 1956	107,000	June 1, 1991
3	September 26, 1959	50,000	September 26, 1994
4	February 1, 1960	84,000	February 1, 1995; and

WHEREAS, Richmond and the Mortgagee have entered into two certain agreements, the first of which is dated as of June 1, 1959, and the second of which is dated as of February 7, 1966, by the terms of which, the portion, if any, of the principal amount of number 2 of the Richmond Notes (under the said first agreement) and the principal amount of number 4 of the Richmond Notes (under the said second agreement), advanced on or after the date of said agreement made relative thereto, is or will be payable in quarterly installments on or before 35 years from the date of such agreement; and

WHEREAS, the third and fourth of the Richmond Notes were issued under and pursuant to a certain mortgage, dated as of September 26, 1959, made by the Mortgagor to the Mortgagee, and all of the Richmond Notes are secured by said mortgage (said mortgage, and the Underlying Mortgage as defined therein being both hereinafter collectively called the "Richmond Mortgage"; and

WHEREAS, Richmond has hitherto duly merged into the Mortgagor in compliance with law, and by reason of said merger, the Mortgagor is the owner of all of the properties of Richmond of whatever kind or nature and is liable for all obligations of Richmond, including, without limitation, the obligations of Richmond under the Richmond Notes and the Richmond Mortgage; and

WHEREAS, it is intended hereby that all property of Richmond be included among the properties covered by the Mortgage and that the indebtedness of Richmond as evidenced by the Richmond Notes, be included in the indebtedness secured by the Mortgage; and

WHEREAS, the definition of Outstanding Notes, as referred to above and as in the Mortgage is contained, shall hereinafter be taken to also include the Richmond Notes; and

WHEREAS, the definition of Underlying Mortgage, as in the Mortgage is contained, shall hereinafter be taken to also include the Richmond Mortgage; and