

EXHIBIT A

Voluntary Surrender Agreement

VOLUNTARY SURRENDER AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of ^{March, 2004} ~~November, 2003~~, by and between S & S Communications, a general partnership, Leslie Sumption, Matt Swearingen, and Paul W. Miller, hereinafter jointly referred to as "Borrowers;" and Aberdeen Finance Corporation, hereinafter referred to as "Lender."

WITNESSETH:

WHEREAS, the Borrowers are, as of July 25, 2003, indebted to Lender in the principal sum of \$1,514,001.47 plus accrued and accruing interest, attorneys fees and expenses; and

WHEREAS, all of the indebtedness of the Borrowers to Lender is now due and delinquent, and the Lender has advised Borrowers that foreclosure is imminent; and

WHEREAS, the indebtedness of the Borrowers to the Lender is secured by numerous Security Agreements encumbering all personal property assets of the Borrowers and a building commonly described as 125-127 Railroad Avenue, Aberdeen, SD 57401; and

WHEREAS, Borrowers have requested that the lender forbear the exercise of the remedies available to it for foreclosure of its personal property security interests in the property of the Borrowers; and

WHEREAS, Lender is willing to forbear the exercise of such remedies upon the terms and conditions set forth in this Agreement; and no others;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and the forbearance by Lender to exercise the remedies due it for collection of the indebtedness due from each of the other parties hereto, the parties hereby agree as follows:

1. **Forbearance by Lender.** Subject to the terms and conditions of this agreement, Lender agrees that it will forbear the exercise of its remedies for the default of the Borrowers in the timely repayment of its indebtedness to the Lender. In the event default should occur hereunder, or under the terms and conditions of any other document given to evidence the indebtedness of the Borrowers to the Lender, or in the event of default under the terms and conditions of any documents securing any such indebtedness, the Lender's agreement to forbear exercise of foreclosure remedies or the making of demand shall terminate, and the Lender shall have any and all rights and remedies available to it under this document, any such loan document, any such security document, or at law or in equity.

2. **Representations.** To induce the lender to forbear as set forth in Section 1 hereof, the Borrowers, and each of them, represent and warrant to Lender that:

- (a) As of the date hereof, each and every promissory note or other evidence of indebtedness, and each and every security agreement, financing statement or other security documents heretofore executed by the Borrowers has been duly executed and delivered, and there are no defenses or offsets by the Borrowers against the Lender for the enforcement of any such note, evidence of debt or security document in accordance with its terms.
- (b) The indebtedness due the Lender as of July 25, 2003, consists of the principal sum of \$1,514,991.47 plus accrued and accruing interest, attorneys fees and expenses.

3. **Affirmative Covenants.** During the term hereof, unless the lender otherwise consents in writing, the Borrowers agree they will:

- (a) Voluntarily surrender to Lender all business personal property including but not limited to:
- (i) Building;
 - (ii) The landline business' major assets consisting of a high quality switch, routers and general site controllers and upgrade cards for the switch to accommodate more capacity; and
 - (iii) The wireless business which consists of 40 cellular and 15 private carrier licenses including a paging assigned license; and
 - (iv) The private carrier licenses, the infrastructure, towers, test equipment and related other parts and replacement equipment; and
 - (v) All accounts receivable including but not limited to any claim against WorldCom.
 - (vi) The proceeds from the antitrust lawsuit, S & S Communications v. Local Exchange Carriers, et. al., Case #: 1:02-ev-01028CBK; and
 - (vii) All other business personal property.

The business personal property described in subparagraphs (i) – (viii) is collectively referred to as “Lender’s Collateral.”

- b. Immediately deliver to Lender all proceeds from the disposition of Lender’s Collateral.
- c. Report theft of or damage to any of the Lender’s Collateral to the Lender and to the appropriate insurance carrier, and where relevant, to appropriate legal authorities within fourteen (14) days following the occurrence of any such event.

4. **Negative Covenants.** During the term hereof, unless the Lender shall otherwise consent in writing, the Borrowers agree they will not:

- (a) Create or permit or suffer to exist any other mortgage, security interest, pledge, voluntary lien, lease, purchase or other encumbrance or security interest with respect to any asset, subject to the Lender's mortgage or security interest.
- (b) Remove any property subject to the lien of the Lender from the State of South Dakota without first receiving the written consent of the Lender.

5. **Borrowers' Option to Market Building and Landline Business.** Contingent upon Borrowers' performance of this Agreement, Lender grants Borrowers the exclusive right to market the Building and Landline Business for \$300,000.00 until December 31, 2003. If Borrowers produce for Lender a bona fide offer to purchase along with evidence of a potential buyer's financial ability to perform on or before December 31, 2003, The potential buyer shall have until January 30, 2004, to close. Borrowers agree they are not acting as Lender's agent, or employee and that Borrowers are not entitled to any fee or expenses for producing a buyer. It is understood that Borrowers' desire to temporarily market the Building and Landline Business is being done with the hope of securing employment with a buyer.

6. **Borrower's First Right of Refusal to match any Offers to Purchase the Wireless Business or Its Infrastructure.** Until and including March 1, 2004, Lender grants Borrowers or its designated third party the first right of refusal to match any offer to purchase the Wireless Business and its Infrastructure that is accepted by Lender. Borrowers understand and agree they have only fifteen days after the date Lender mails Borrowers a signed purchase agreement to match in writing the offer accepted by Lender. Furthermore, within that same fifteen days, Borrowers or its designated third party must provide evidence, satisfactory to Lender, of financial ability to fund a matching offer.

7. **Waivers.** Borrowers hereby waive any and all rights of redemption with respect to the property surrendered pursuant to the terms of this Agreement. Borrowers further waive any right

to notice of disposition of said property by the Lender and specifically acknowledge and agree that none of the property surrendered hereby is deemed to be consumer goods. Borrowers specifically agree that the Release contained herein is sufficient consideration for the waiver of such rights.

8. **Releases.** Lender agrees that the timely performance of this Agreement by Borrowers shall constitute full satisfaction of the obligations of the Borrowers to Lender. Upon disposition of the personal property to be surrendered by Borrowers to Lender, the Lender will terminate its financing statements. Upon completion of this Agreement, the Lender will be deemed to have released Borrowers, their personal representatives, heirs, successors and assigns from any and all claims, debts, liabilities, agreements and causes of action which lender may have for, upon or by reason of any debts or obligations of Borrowers to Lender. By execution of this Agreement, the Borrowers, and each of them, do fully and forever release and discharge the Lender, its subsidiaries, officers, directors, shareholders, employees, agents, successors and assigns from any and all claims, manners of action, causes of action, liabilities, controversies, promises, demands and damages whatsoever, in law or in equity, the Borrowers, or either of them, may have against any of the foregoing parties, whether known or unknown and whether liquidated or unliquidated, including but not limited to those matters directly or indirectly arising out of or related to the financing, extension of credit to, administration of loans to, or any financial arrangement of any type or nature between the Borrowers, or either of them, and any of the foregoing parties.

9. **Additional Loan or Security Documents.** The Borrowers covenant and agree with the Lender that they will execute such new or additional promissory notes, real estate mortgages, security agreements, assignments, financing statements or other document evidencing indebtedness to the Lender, or security for any such indebtedness, as the Lender may deem, at its sole option,

12. **General Provisions.** The following general provisions are applicable with regard to the terms and conditions of this Agreement:

- (a) Waiver by the Lender of the performance of any of the terms and conditions of this Agreement shall not in any way affect the Lender's rights to expect and demand complete and timely performance of all of the other and future terms and conditions of this Agreement.
- (b) The Borrowers may at any time during the period of this Agreement, prepay any and all of the indebtedness due in accordance with this Agreement, and upon the prepayment of all of such indebtedness the Lender shall release all of the collateral security and security interest received hereunder and terminate this Agreement.
- (c) Except for paragraph 6 herein, neither this Agreement nor any of the terms and conditions contained herein shall be assignable by any of the parties hereto, nor shall any of the loans made in connection with this Agreement be assumable in the event of a transfer of any of the interests or properties referred to herein as collateral.
- (d) Any notice, demand, or consent required by this agreement to be given to any party hereto shall be deemed given when sent by first class, registered or certified mail, postage prepaid, and addressed as follows:

Lender: Patrick T. Dougherty, Esq.
P.O. Box 1004
Sioux Falls, SD 57101-1004

necessary or appropriate; provided, however, no such agreement shall be such as would attempt to impair the existing priority of any other creditor.

10. **Events of Default.** The failure of the Borrowers, or either of them, to perform or observe any of the covenants and agreements hereunder made shall constitute an event of default hereunder. Except for an event of default under paragraphs 5 and 6, Borrowers shall have ten days from the date of notice given by Lender to cure a default.

11. **Remedies.** If an event of default occurs, the Lender may take any of the following actions:

- (a) All liabilities of the Borrowers shall, at the option of the Lender, be declared immediately due and payable.
- (b) The Lender may, with or without judicial process, enter upon the premises of the Borrowers, or either of them, or any premises upon which any business collateral of the Lender is located, and take possession of such business collateral, which may include taking possession of said premises.
- (c) The Lender may exercise all rights and remedies of a secured party under the Uniform Commercial Code, and may exercise all rights and remedies under any applicable law, or any other right or remedy available to it in equity.

The remedies hereinabove set forth shall not be exclusive and shall be cumulative, and the Lender may exercise one or more such remedies simultaneously. The failure or forbearance of the Lender to exercise any such remedy upon the occurrence of an event of default, shall not be deemed to constitute a waiver of any such right or remedy with respect to said default, or with respect to any future default.

Tim Rich
Aberdeen Finance Corporation
P.O. Box 59
Aberdeen, SD 57402-0059

Borrowers: S & S Communications
125 - 127 Railroad Avenue
Aberdeen, SD 57401

Leslie Sumption
39452 Country Drive
Bath, SD 57427

Matt Swearingen
P.O. Box 373
Stratford, SD 57474

Paul W. Miller
5086 Monroe Avenue
Marcus, IA 51035

Clair R. Gerry, Esq.
P.O. Box 966
Sioux Falls, SD 57101-0966

Any party hereto, by like written notice, may change the address to which any and all subsequent notices should be sent.

- (e) This Agreement shall be interpreted under the laws of the State of South Dakota.
- (f) This Agreement shall be binding upon the parties hereto, their respective successors, heirs, personal representatives, administrators and assigns.
- (g) All parties agree to timely execute any and all documents necessary to implement the full terms and conditions of this Agreement. Should any party fail or refuse to sign such documents, the non-defaulting party or parties, may

at their option, seek a decree of specific performance to enforce and secure the performance agreed herein.

- (h) Lender and Borrowers agree that Borrowers are entitled to any excess proceeds from the disposition of Lender's collateral after payment of all principal and interest, taxes and insurance, other expenses including but not limited to all of Lender's attorneys fees, sales tax and expenses, all expenses associated with Stonehill Group, all expenses associated with other professionals, all payments and expenses associated with the Letter of Credit, all expenses associated with the South Dakota regulators, all interest, attorneys fees and expenses associated with the Wells Fargo debt, and all costs proximately caused by Borrowers' default of its loans with Lender.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

LENDER:

ABERDEEN FINANCE CORPORATION

By *[Signature]*
 Its *[Signature]*

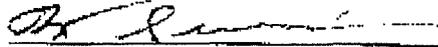
BORROWERS:

S & S COMMUNICATIONS

By *[Signature]*
 Its CO-OWNER
[Signature]
CO-OWNER



Leslie Sumption



Matt Swearingen

Paul W. Miller