

EXHIBIT A

**AGREEMENT AND
PLAN OF
REORGANIZATION**

AGREEMENT AND PLAN OF REORGANIZATION

THIS AGREEMENT AND PLAN OF REORGANIZATION (the "Plan") is made and entered into as of this 7th day of February, 2012, by and among INTERSTATE TELECOMMUNICATIONS COOPERATIVE, INC., a South Dakota cooperative corporation ("ITC"), STOCKHOLM-STRANDBURG TELEPHONE CO., a South Dakota corporation ("SST"), and SSTELECOM, INC., a South Dakota corporation ("SSTELECOM").

RECITALS:

WHEREAS, ITC owns one hundred percent (100%) of the outstanding common stock of SST (the "SST Stock");

WHEREAS, SST owns one hundred percent (100%) of the outstanding common stock of SSTELECOM (the "SSTELECOM Stock");

WHEREAS, it is the desire of each of ITC, SST, and SSTELECOM, to merge SST's wholly owned subsidiary, SSTELECOM, and ITC's wholly-owned subsidiary, SST, with and into ITC, and to consolidate the respective telecommunications businesses of SST and SSTELECOM with and into the existing telecommunications businesses of ITC (the "Reorganization");

WHEREAS, the parties intend that upon completion of the Reorganization the separate corporate existence of each of SST and SSTELECOM shall cease, and ITC shall be the sole owner and operator of the telecommunications businesses and assets of each of SST and SSTELECOM;

WHEREAS, the parties further intend that in conjunction with the approval and consummation of the Reorganization as contemplated herein, the bylaws of ITC will be amended whereby, among other things, the parties presently receiving local exchange services from each of SST and SSTELECOM may qualify for, and be admitted as members of ITC; and

WHEREAS, the parties intend that the transactions described herein will constitute a tax-free corporate separation and reorganization under Sections 355 and 368 of the Internal Revenue Code of 1986, as amended.

NOW THEREFORE, in consideration of the mutual covenants herein set forth, the parties agree as follows:

1. SSTELECOM Merger into SST. On the Effective Date, SSTELECOM shall merge with and into SST, with SST being the surviving entity of such merger (the "SST Merger"). The form and substance of the SST Merger shall be carried out pursuant to the terms and conditions of the Agreement and Plan Merger of SST and SSTELECOM as set out in Exhibit A, a copy of which is attached hereto and incorporated herein by this reference (the "SST Plan of Merger").

2. SST Merger into ITC. Immediately subsequent to the SST Merger on the Effective Date, SST shall merge with and into ITC, with ITC being the surviving entity of such merger (the "ITC Merger"). The form and substance of the ITC Merger shall be carried out pursuant to the terms and conditions of the Agreement and Plan Merger of SST and ITC as set out in Exhibit B, a copy of which is attached hereto and incorporated herein by this reference ("ITC Plan of Merger").

3. Bylaws. Contemporaneously with the completion of the Reorganization, the bylaws of ITC (the "ITC Bylaws") shall be amended in the manner set forth in Exhibit C attached hereto and incorporated herein by this reference, which amendments provide for, among other things, the admission of the New Members (as hereinafter defined) and the creation of a new director district ("District 9"), which District 9 shall be represented by one additional director to serve on the Board of Directors of ITC in accordance with ITC Bylaws, as amended.

4. Customers of SSTELECOM. Contemporaneously with the completion of the Reorganization and the amendment of the ITC Bylaws, the authority to operate as a competitive local exchange carrier ("CLEC") in the areas in which SSTELECOM is presently so authorized shall be assigned first to SST and subsequently to ITC and the persons and entities then receiving local exchange services from SSTELECOM and that otherwise meet the requirements for membership of ITC as more fully specified in the ITC Bylaws, as amended, shall become members of ITC in accordance with the ITC Bylaws (the "SSTELECOM Members").

5. Customers of SST. Contemporaneously with the completion of the Reorganization and the amendment of the ITC Bylaws, the authority to operate as a local exchange carrier in the areas in which SST is presently so authorized shall be assigned to ITC and the persons and entities then receiving local exchange services from SST and that otherwise meet the requirements for membership of ITC as more fully specified in the ITC Bylaws, as amended, shall become members of ITC in accordance with ITC Bylaws (the "SST Members") and in conjunction with the SSTELECOM Members, collectively referred to as the "New Members"). The New Members shall not be entitled to any allocation of ITC's operating and non-operating margins for any periods prior to the Effective Date. For purposes of documentation, such New Members shall be identified in accordance with their billing records currently on file with SST and SSTELECOM.

6. District 9 Director. On or prior to the Effective Date, the Board of Directors may appoint an interim director to fill the vacant seat on the Board of Directors for the newly formed District 9. Said interim director shall serve as the director for District 9 commencing on the Effective Date until the next regularly scheduled annual meeting of the members of ITC held in accordance with the ITC Bylaws, as amended. In the event the Board of Directors elects not to appoint an interim director to fill the vacant seat representing District 9, such seat shall remain vacant until the next regularly scheduled annual meeting of the members of ITC held in accordance with the ITC Bylaws, as amended.

7. Effective Date. The transactions contemplated in this Plan shall become effective upon the satisfaction of all of the conditions precedent set forth in Section 8 hereof, but in no

event shall the effective date of such transactions be prior to 12:01 a.m. on January 1, 2013 (the "Effective Date").

8. Conditions Precedent. The obligations of the parties herein are conditioned upon the completion or receipt of the following conditions precedent to the satisfaction of the parties in their discretion:

- (a) The designation of ITC by the South Dakota Public Utilities Commission (the "SDPUC") as a local exchange carrier authorized to provide local exchange telecommunications service in all areas in the State of South Dakota in which SST is presently so authorized by the SDPUC;
- (b) The grant of authority by the SDPUC to ITC to operate as a CLEC in the State of South Dakota for all non-ILEC territories;
- (c) The consent of the Minnesota Public Utilities Commission (the "MNPUC") to the ITC Merger as contemplated in this Plan;
- (d) Receipt by the parties hereto of all consents and authorizations which are necessary or advisable to consummate the transactions contemplated herein and for ITC to own and operate the telecommunications businesses presently operated by each of SST and SSTELECOM from (1) the SDPUC, the MNPUC, the Federal Communications Commission, and any other federal, state or local governmental entity or regulatory agency having jurisdiction over ITC, SST, or SSTELECOM; (2) the United States Department of Agriculture, Rural Utilities Service; and (3) any other necessary third party;
- (e) The consummation of the transactions contemplated in the Plan will not result in the dissolution, loss, or consolidation of any or all of NECA Study Area Nos. 391654, 361654, 391679, and 399013;
- (f) There shall not be any injunction, judgment, order, decree, ruling, or charge in effect preventing consummation of any of the transactions contemplated by this Agreement;
- (g) There shall be no action, suit, investigation, regulation, legislation or proceeding shall be pending, instituted, proposed or threatened that would prohibit or prevent the consummation of the transactions contemplated by this Agreement;
- (h) There shall not have occurred any event which has had a material adverse effect on the operations, assets, or financial condition of the parties hereto or their respective businesses that are applicable to the economy or the telecommunications industry on a national, regional, state or local level;
- (i) Approval of the members of ITC and the shareholders of each of SST and SSTELECOM; and

- (j) The satisfaction of each of the conditions precedent to the effectiveness of each of the SST Plan of Merger and the ITC Plan of Merger.

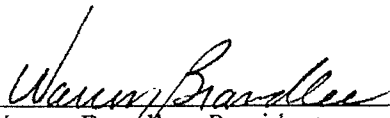
9. Miscellaneous. This Plan and all documents referenced herein or executed pursuant to this Plan constitute the entire agreement and understanding between the parties regarding the transactions discussed herein and supersedes all prior agreements and understandings related hereto. This Plan shall be governed by the laws of the State of South Dakota, without regard to its conflicts of laws principals.

10. Further Assurances. Each of the parties to this Plan hereby covenants and agrees to take all such actions and execute and deliver such ancillary and related documents, instruments, certificates, agreements, and other writings, as are reasonably necessary or advisable to carry out the purposes of this Plan and to consummate the transactions contemplated herein.

[Signatures to Follow on the Next Page]

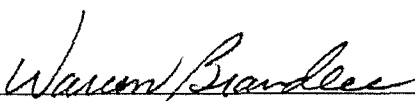
IN WITNESS WHEREOF, the parties hereto have caused this Plan to be signed by their respective authorized signatories as of the date first written above.

INTERSTATE TELECOMMUNICATIONS
COOPERATIVE, INC.



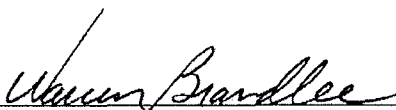
Warren Brandlee, President

STOCKHOLM-STRANDBURG TELEPHONE
CO.



Warren Brandlee, President

SSTELECOM, INC.



Warren Brandlee, President

Exhibit A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is entered into as of the ___ day of _____, 2012, by and between STOCKHOLM-STRANDBURG TELEPHONE CO., a South Dakota corporation ("SST"), and SSTELECOM, INC., a South Dakota corporation ("SSTELECOM"). SST and SSTELECOM are sometimes herein referred to as the "Constituent Corporations."

R E C I T A L S:

WHEREAS, SDCL §47-1A *et seq.* provides that the board of directors of a corporation that is a party to a merger shall adopt a plan of merger for submission to the shareholders of the respective corporations for their approval;

WHEREAS, SST owns 100% of the outstanding shares of each class and series of shares of SSTELECOM;

WHEREAS, the Board of Directors of SST has approved the merger of SSTELECOM with and into SST (the "Merger") in accordance with the laws of the State of South Dakota and the provisions of this Agreement;

WHEREAS, the Board of Directors of SSTELECOM has approved the Merger in accordance with the laws of the State of South Dakota and the provisions of this Agreement; and

WHEREAS, the parties to this Agreement desire to set forth the terms and conditions of the Merger.

NOW, THEREFORE, in consideration of the premises and agreements hereinafter set forth, the parties hereto agree as follows:

1. Name of Target Corporation. The name of the target corporation is SSTELECOM, Inc.

2. Name of Surviving Corporation. The name of the surviving corporation is Stockholm-Strandburg Telephone Co.

3. Merger. On the Effective Date (as defined below), the Constituent Corporations shall cause the Articles of Merger of SSTELECOM and SST, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, to be filed in the Office of the Secretary of State of the State of South Dakota, whereupon SSTELECOM shall be merged with and into SST, the separate existence of SSTELECOM shall cease, and SST shall continue to exist as a corporation created under and governed by the laws of the State of South Dakota after the Merger.

corporation created under and governed by the laws of the State of South Dakota after the Merger.

4. Effective Date. The Merger shall be effective upon the satisfaction of each of the conditions precedent set forth in Section 11 of this Agreement, but in no event shall the merger be effective prior to 12:01 a.m. on January 1, 2013 (the "Effective Date").

5. Treatment of Shares. As of the Effective Date, by virtue of the Merger and without any action on the part of the holder thereof, the issued and outstanding capital stock of SSTELECOM that existed prior to the Effective Date shall be cancelled.

6. Articles of Incorporation. The Articles of Incorporation of SST in effect immediately prior to the Effective Date shall remain in effect as the Articles of Incorporation of SST until the same shall thereafter be altered, amended or repealed.

7. Effect of the Merger.

(a) At the Effective Date, the Constituent Corporations shall become a single corporation and shall continue to exist as SST and shall thereupon and thereafter, pursuant to the South Dakota Codified Laws, have all the rights, privileges, immunities, powers and franchises, and be subject to all the duties, liabilities, obligations and penalties, of each of SST and SSTELECOM, and all property, real, personal and mixed, and all debts due on whatever account and all other choices, and all and every other interest of, or belonging to or due to each of the Constituent Corporations shall be vested in SST without further act or deed, and SST shall be subject to all the liabilities, obligations and penalties of the respective Constituent Corporations, not pursuant to contract by operation of law, all in the manner and to the full extent provided by the South Dakota Codified Laws. Whenever a conveyance, assignment, transfer, deed or other instrument or act is necessary to vest property or right in SST, the directors and officers of the respective Constituent Corporations shall execute, acknowledge and deliver such instruments and do such acts, for which purpose the separate existence of the Constituent Corporations and the authority of their respective directors and officers shall continue, notwithstanding the Merger.

(b) Contemporaneously with the completion of the Merger, all of the properties, assets, liabilities, and obligations of SSTELECOM shall be assigned to, and assumed by, SST.

8. Tax Treatment. The Merger is intended to be treated as a tax-free reorganization for tax purposes pursuant to Internal Revenue Code § 368(a)(1)(A).

9. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of SSTELECOM, SST and their respective successors and assigns.

10. Officers and Directors.

(a) The officers and directors of SST at the Effective Date shall continue as officers and directors of SST until the election and qualification of their successors in accordance with the bylaws of SST, as amended from time to time.

(b) The officers and directors of SSTELECOM shall resign from their respective roles as officers and directors of SSTELECOM.

11. Conditions Precedent. The obligations of the parties herein are conditioned upon the completion or receipt of the following conditions precedent to the satisfaction of the parties in their discretion:

(a) The consent of the South Dakota Public Utilities Commission (the "SDPUC") to the Merger in accordance with this Agreement;

(b) Receipt by the parties hereto of all consents and authorizations which are necessary or advisable to consummate the transactions contemplated herein and for SST to own and operate the telecommunications businesses presently operated by SSTELECOM from (1) the SDPUC, the Federal Communications Commission, and any other federal, state or local governmental entity or regulatory agency having jurisdiction over SST, or SSTELECOM; (2) the United States Department of Agriculture, Rural Utilities Service; and (3) any other necessary third party;

(c) The consummation of the transactions contemplated in this Agreement will not result in the dissolution, loss, or consolidation of any or all of NECA Study Area Nos. 391679, and 399013;

(d) There shall not be any injunction, judgment, order, decree, ruling, or charge in effect preventing consummation of any of the transactions contemplated by this Agreement;

(e) There shall be no action, suit, investigation, regulation, legislation or proceeding shall be pending, instituted, proposed or threatened that would prohibit or prevent the consummation of the transactions contemplated by this Agreement;

(f) There shall not have occurred any event which has had a material adverse effect on the operations, assets, or financial condition of the parties hereto or their respective businesses that are applicable to the economy or the telecommunications industry on a national, regional, state or local level;

(g) Approval by the shareholders of SSTELECOM and the shareholders of SST of the Merger in accordance with the laws of the State of South Dakota, the respective bylaws of such corporations, and the provisions of this Agreement.

(h) The satisfaction of all conditions precedent to the consummation of all transactions contemplated in the Plan of Reorganization, dated February 7, 2012, and entered into by and among Interstate Telecommunications Cooperative, Inc., SST, and SSTELECOM.

12. Miscellaneous. This Agreement and all documents referenced herein or executed pursuant to this Agreement constitute the entire agreement and understanding between the parties regarding the transactions discussed herein and supersedes all prior agreements and


understandings related hereto. This Agreement shall be governed by the laws of the State of South Dakota, without regard to its conflicts of laws principals.

13. Further Assurances. Each of the Constituent Corporations hereby covenants and agrees to take all such actions and execute and deliver such ancillary and related documents, instruments, certificates, agreements, and other writings, as are reasonably necessary or advisable to carry out the purposes of this Agreement and to consummate the transactions contemplated herein.

[Signatures to Follow on the Next Page]

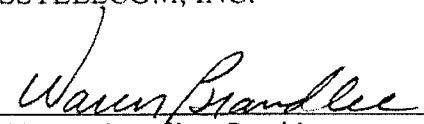
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective authorized signatories as of date first written above.

STOCKHOLM-STRANDBURG
TELEPHONE CO.



Warren Brandlee, President

SSTELECOM, INC.



Warren Brandlee, President

**ARTICLES OF MERGER OF
SSTELECOM, INC.
WITH AND INTO
STOCKHOLM-STRANDBURG TELEPHONE CO.**

Pursuant to the provisions of SDCL § 47-1A-1106 of the South Dakota Business Corporation Act, the undersigned corporations adopt the following Articles of Merger for the purpose of merging SSTELECOM, Inc. with and into Stockholm-Strandburg Telephone Co. into one such corporation.

I

The names of the parties to the merger are as follows:

1. Stockholm-Strandburg Telephone Co., a South Dakota corporation, as the surviving entity
2. SSTELECOM, Inc., a South Dakota corporation, as the merging entity

II

The Plan of Merger was adopted by the Board of Directors of SSTELECOM, Inc. and Stockholm-Strandburg Telephone Co. and said Plan of Merger was submitted to and duly approved by the shareholders of each corporation in the manner required by SDCL §47-1A *et seq.*, and by the Articles of Incorporation of each corporation.

The Plan of Merger was duly authorized by all action required by the laws of each domestic corporation under which it was incorporated or organized and by its constituent documents.

III

Pursuant to the provisions of SDCL § 47-1A-123.1, these Articles of Merger shall be effective at 12:01 a.m., C.S.T. on January 1, 2013.

[Signatures on Next Page]

Dated this ____ day of December, 2012.

**STOCKHOLM-STRANDBURG
TELEPHONE CO.**

Warren Brandlee, President

Penny Krause, Secretary

SSTELECOM, INC.

Warren Brandlee, President

Penny Krause, Secretary

STATE OF SOUTH DAKOTA)
 : SS
COUNTY OF _____)

On this, the ____ day of December, 2012, before me, the undersigned officer, personally appeared Warren Brandlee who acknowledged himself to be the President of Stockholm-Strandburg Telephone Co., a South Dakota corporation, and that he, as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)

Notary Public, South Dakota
My Commission Expires: _____

EXHIBIT A

STATE OF SOUTH DAKOTA)
 : SS
COUNTY OF _____)

On this, the _____ day of December, 2012, before me, the undersigned officer, personally appeared Penny Krause who acknowledged herself to be the Secretary of Stockholm-Strandburg Telephone Co., a South Dakota corporation, and that she, as such Secretary being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself as Secretary.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)

Notary Public, South Dakota
My Commission Expires: _____

STATE OF SOUTH DAKOTA)
 : SS
COUNTY OF _____)

On this, the _____ day of December, 2012, before me, the undersigned officer, personally appeared Warren Brandlee who acknowledged himself to be the President of SSTELECOM, Inc., a South Dakota corporation, and that he, as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)

Notary Public, South Dakota
My Commission Expires: _____

STATE OF SOUTH DAKOTA)
 : SS
COUNTY OF _____)

On this, the _____ day of December, 2012, before me, the undersigned officer, personally appeared Penny Krause who acknowledged herself to be the Secretary of Stockholm-SSTELECOM, Inc., a South Dakota corporation, and that she, as such Secretary being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself as Secretary.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)

Notary Public, South Dakota
My Commission Expires: _____

Exhibit B

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is entered into as of the 7th day of February, 2012, by and among INTERSTATE TELECOMMUNICATIONS COOPERATIVE, INC., a South Dakota cooperative corporation ("ITC"), and STOCKHOLM-STRANDBURG TELEPHONE CO., a South Dakota corporation, ("SST"). ITC and SST are sometimes herein referred to as the "Constituent Corporations."

RECITALS

WHEREAS, SDCL §47-18 *et seq.* provides the board of directors of domestic corporations that are a party to a merger shall adopt a plan of merger for submission to the members of ITC and the shareholders of SST for their approval;

WHEREAS, ITC owns 100% of the outstanding shares of each class and series of shares of SST;

WHEREAS, the Board of Directors of ITC have approved the merger of SST into ITC (the "Merger") in accordance with the laws of the State of South Dakota and the provisions of this Agreement;

WHEREAS, the Board of Directors of SST has approved the Merger in accordance with the laws of the State of South Dakota and the provisions of this Agreement; and

WHEREAS, the parties to this Agreement desire to set forth the terms and conditions of the Merger.

NOW, THEREFORE, in consideration of the premises and agreements hereinafter set forth, the parties hereto agree as follows:

1. Name of Target Corporation. The name of the target corporation is Stockholm-Strandburg Telephone Co.

2. Name of Surviving Corporation. The name of the surviving corporation is Interstate Telecommunications Cooperative, Inc.

3. Merger. On the Effective Date (as defined below), the Constituent Corporations shall cause the Articles of Merger of SST and ITC, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, to be filed in the Office of the Secretary of State of the State of South Dakota, whereupon SST shall be merged with and into ITC, the separate existence of SST shall cease, and ITC shall continue to exist as a corporation created under and governed by the laws of the State of South Dakota after the Merger.

4. Effective Date. The Merger shall be effective upon the satisfaction of each of the conditions precedent set forth in Section 11 of this Agreement, but in no event shall the merger be effective prior to 12:01 a.m. on January 1, 2013 (the "Effective Date").

5. Treatment of Shares. As of the Effective Date, by virtue of the Merger and without any action on the part of the holder thereof, the issued and outstanding capital stock of SST that existed prior to the Effective Date shall be cancelled.

6. Articles of Incorporation. The Articles of Incorporation of ITC as in effect immediately prior to the Effective Date shall remain in effect as the Articles of Incorporation of ITC until the same shall thereafter be altered, amended or repealed.

7. Effect of the Merger.

(a) At the Effective Date, the Constituent Corporations shall become a single corporation and shall continue to exist as ITC and shall thereupon and thereafter, pursuant to the South Dakota Codified Laws, have all the rights, privileges, immunities, powers and franchises, and be subject to all the duties, liabilities, obligations and penalties, of each of ITC and SST, and all property, real, personal and mixed, and all debts due on whatever account and all other choices, and all and every other interest of, or belonging to or due to each of the Constituent Corporations shall be vested in ITC without further act or deed, and ITC shall be subject to all the liabilities, obligations and penalties of the respective Constituent Corporations, not pursuant to contract by operation of law, all in the manner and to the full extent provided by the South Dakota Codified Laws. Whenever a conveyance, assignment, transfer, deed or other instrument or act is necessary to vest property or right in ITC, the directors and officers of the respective Constituent Corporations shall execute, acknowledge and deliver such instruments and do such acts, for which purpose the separate existence of the Constituent Corporations and the authority of their respective directors and officers shall continue, notwithstanding the Merger.

(b) Contemporaneously with the completion of the Merger, the local exchange service territories presently assigned to SST shall be transferred to ITC and the persons and entities then receiving local exchange services (as specified in the bylaws of ITC, as amended from time to time) from ITC within the service territory previously assigned to SST that otherwise meet the requirements for membership under the bylaws of ITC, as amended from time to time, shall become members of ITC in accordance with such bylaws (the "New Members"). The New Members shall not be entitled to any allocation of ITC's operating and non-operating margins for any periods prior to the Effective Date.

(c) ITC shall operate as a competitive local exchange carrier ("CLEC") within the State of South Dakota for all non-ILEC territories.

(d) Contemporaneously with the completion of the Merger, all of the properties, assets, liabilities, and obligations of SST shall be assigned to, and assumed by, ITC.

8. Tax Treatment. The Merger is intended to be treated as a tax-free reorganization for tax purposes pursuant to Internal Revenue Code § 368(a)(1)(A).

9. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of SST, ITC and their respective successors and assigns.

10. Officers and Directors.

(a) The officers and directors of ITC at the Effective Date shall continue as officers and directors of ITC until the election and qualification of their successors in accordance with the bylaws of ITC, as amended from time to time, except that a new director shall be to represent the newly formed District 9 in accordance with the Plan of Reorganization (as defined hereinafter) and the changes to the bylaws of ITC proposed therein.

(b) The officers and directors of SST shall resign from their respective roles as officers and directors of SST.

11. Conditions Precedent. The obligations of the parties herein are conditioned upon the completion or receipt of the following conditions precedent to the satisfaction of the parties in their discretion:

(a) The designation of ITC by the South Dakota Public Utilities Commission (the "SDPUC") as a local exchange carrier authorized to provide local exchange telecommunications service in all areas in the State of South Dakota in which SST is presently so authorized by the SDPUC;

(b) The grant of authority by the SDPUC to ITC to operate as a CLEC in the State of South Dakota for all non-ILEC territories;

(c) The consent of the Minnesota Public Utilities Commission (the "MNPUC") to the Merger in the manner set forth in this Agreement;

(d) Receipt by the parties hereto of all consents and authorizations which are necessary or advisable to consummate the transactions contemplated herein and for ITC to own and operate the telecommunications businesses presently operated by SST and SSTELECOM, Inc. from (1) the SDPUC, the MNPUC, the Federal Communications Commission, and any other federal, state or local governmental entity or regulatory agency having jurisdiction over ITC or SST; (2) the United States Department of Agriculture, Rural Utilities Service; and (3) any other necessary third party;

(e) The consummation of the transactions contemplated in this Agreement will not result in the dissolution, loss, or consolidation of any or all of NECA Study Area Nos. 391654, 361654, 391679, and 399013;

(f) There shall not be any injunction, judgment, order, decree, ruling, or charge in effect preventing consummation of any of the transactions contemplated by this Agreement;

(g) There shall be no action, suit, investigation, regulation, legislation or proceeding shall be pending, instituted, proposed or threatened that would prohibit or prevent the consummation of the transactions contemplated by this Agreement;

(h) There shall not have occurred any event which has had a material adverse effect on the operations, assets, or financial condition of the parties hereto or their respective businesses that are applicable to the economy or the telecommunications industry on a national, regional, state or local level;

(i) Approval by the shareholders of SST and the members of ITC of the Merger in accordance with the laws of the State of South Dakota, the respective bylaws of such corporations, and the provisions of this Agreement.

(j) The satisfaction of all conditions precedent to the consummation of all transactions contemplated in the Plan of Reorganization, dated February 7, 2012, and entered into by and among ITC, SST, and SSTELECOM, Inc. (the "Plan of Reorganization").


12. Miscellaneous. This Agreement and all documents referenced herein or executed pursuant to this Agreement constitute the entire agreement and understanding between the parties regarding the transactions discussed herein and supersedes all prior agreements and understandings related hereto. This Agreement shall be governed by the laws of the State of South Dakota, without regard to its conflicts of laws principals.

13. Further Assurances. Each of the Constituent Corporations hereby covenants and agrees to take all such actions and execute and deliver such ancillary and related documents, instruments, certificates, agreements, and other writings, as are reasonably necessary or advisable to carry out the purposes of this Agreement and to consummate the transactions contemplated herein.

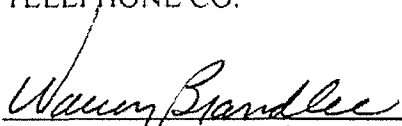
[Signatures begin on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective authorized signatories as of date first written above.

INTERSTATE TELECOMMUNICATIONS
COOPERATIVE, INC.


Warren Brandlee, President

STOCKHOLM-STRANDBURG
TELEPHONE CO.


Warren Brandlee, President

**ARTICLES OF MERGER OF
STOCKHOLM-STRANDBURG TELEPHONE CO.
WITH AND INTO
INTERSTATE TELECOMMUNICATIONS COOPERATIVE, INC.**

Pursuant to the provisions of SDCL § 47-18-2 and SDCL 47-1A-1106, the undersigned corporations adopt the following Articles of Merger for the purpose of merging Stockholm-Strandburg Telephone Co. with and into Interstate Telecommunications Cooperative, Inc. into one such corporation.

I.

The names of the parties to the merger are as follows:

1. INTERSTATE TELECOMMUNICATIONS COOPERATIVE, INC., a South Dakota corporation, as the surviving entity.
2. STOCKHOLM-STRANDBURG TELEPHONE CO., a South Dakota corporation, as the merging entity

II.

Pursuant to SDCL §47-18-5.1, the Agreement and Plan of Merger was adopted by the Board of Directors of Interstate Telecommunications Cooperative, Inc., on February 7, 2012, and said Plan of Merger was submitted to and duly approved by the members of the cooperative in the manner required by SDCL §47-18 *et seq.*, and by the Articles of Incorporation of Interstate Telecommunications Cooperative, Inc. Pursuant to the bylaws of Stockholm-Strandburg Telephone Co., the Agreement and Plan of Merger was submitted to and duly approved by the shareholders of the corporation in the manner required by said bylaws.

The Plan of Merger was duly authorized by all action required by the laws of each domestic company under which it was incorporated or organized and by its constituent documents.

III.

On September 1, 2012, pursuant to SDCL §47-18 *et seq.*, Notices of the Annual Meeting were mailed to each and every member of Interstate Telecommunications Cooperative, Inc. including a summary of the proposed Agreement and Plan of Merger and Articles of Merger to be voted on by the members.

EXHIBIT A

IV.

On September 29, 2012, in Clear Lake, South Dakota, a lawful quorum totaling 258 members of Interstate Telecommunications Cooperative, Inc. being actually present at the Annual Meeting, duly adopted said proposed Agreement and Plan of Merger by 247 votes for and 11 votes against

V.

The names and addresses of the Directors of the surviving cooperative are as follows:

Joel Brandt
P.O. Box 920
312 Fourth Street West
Clear Lake, SD 57226

Clifford Reusink
P.O. Box 920
312 Fourth Street West
Clear Lake, SD 57226

Dale Overby
P.O. Box 920
312 Fourth Street West
Clear Lake, SD 57226

Penny Krause
P.O. Box 920
312 Fourth Street West
Clear Lake, SD 57226

Luverene Crosser
P.O. Box 920
312 Fourth Street West
Clear Lake, SD 57226

Charles Dupraz
P.O. Box 920
312 Fourth Street West
Clear Lake, SD 57226

Tom Main
P.O. Box 920
312 Fourth Street West
Clear Lake, SD 57226

Roger Squires
P.O. Box 920
312 Fourth Street West
Clear Lake, SD 57226

Warren Brandlee
P.O. Box 920
312 Fourth Street West
Clear Lake, SD 57226

Richard Schiley
P.O. Box 920
312 Fourth Street West
Clear Lake, SD 57226

Merlyn Wookey
P.O. Box 920
312 Fourth Street West
Clear Lake, SD 57226

VI.

The Plan of Merger, as attached hereto, was duly declared passed and adopted by the members of Interstate Telecommunications Cooperative, Inc. and the shareholders of Stockholm-

EXHIBIT A

Strandburg Telephone Co. by the required number of votes. Pursuant to the provisions of SDCL § 47-18-2, these Articles of Merger shall be effective at 12:02 a.m., C.S.T. on January 1, 2013.

Dated this ____ day of December, 2012.

INTERSTATE TELECOMMUNICATIONS
COOPERATIVE, INC.

Warren Brandlee, President

Penny Krause, Secretary

STOCKHOLM-STRANDBURG
TELEPHONE CO.

Warren Brandlee, President

Penny Krause, Secretary

STATE OF SOUTH DAKOTA)
): SS
COUNTY OF _____)

On this, the _____ day of December, 2012, before me, the undersigned officer, personally appeared Warren Brandlee who acknowledged himself to be the President of Interstate Telecommunications Cooperative, Inc., a South Dakota corporation, and that he, as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)

Notary Public, South Dakota
My Commission Expires: _____

STATE OF SOUTH DAKOTA)
 : SS
COUNTY OF _____)

On this, the _____ day of December, 2012, before me, the undersigned officer, personally appeared Penny Krause who acknowledged herself to be the Secretary of Interstate Telecommunications Cooperative, Inc., a South Dakota corporation, and that she, as such Secretary being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself as Secretary.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL) _____
Notary Public, South Dakota
My Commission Expires: _____

STATE OF SOUTH DAKOTA)
 : SS
COUNTY OF _____)

On this, the _____ day of December, 2012, before me, the undersigned officer, personally appeared Warren Brandlee who acknowledged himself to be the President of Stockholm-Strandburg Telephone Co., a South Dakota corporation, and that he, as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL) _____
Notary Public, South Dakota
My Commission Expires: _____

STATE OF SOUTH DAKOTA)
 : SS
COUNTY OF _____)

On this, the _____ day of December, 2012, before me, the undersigned officer, personally appeared Penny Krause who acknowledged herself to be the Secretary of Stockholm-Strandburg Telephone Co., a South Dakota corporation, and that she, as such Secretary being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself as Secretary.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL) _____
Notary Public, South Dakota
My Commission Expires: _____