



ESCROW AGREEMENT

THIS AGREEMENT is effective the _____ day of _____, _____, by and among the Bank of North Dakota ("Escrow Agent"), the North Dakota Public Service Commission ("Commission"), and AMERICATEL CORPORATION ("Company"), a corporation authorized to do business in the State of North Dakota whose address is 4045 NW 97th Avenue
Miami Florida 33178.

RECITALS

WHEREAS, the Company applied to the Commission for a certificate of registration as a reseller under North Dakota Century Code Chapter 49-21 and North Dakota Administrative Code Section 69-09-05-04, and has requested to deposit cash in an escrow account in lieu of obtaining a performance bond under North Dakota Administrative Code Section 69-09-05-04(2);
 and

WHEREAS, the Company binds itself, its successors and assigns to the State of North Dakota in the penal sum of \$ 2,500.00; and

WHEREAS, the Company has deposited \$ 2,500.00 in an escrow account; and

WHEREAS, the Commission has agreed that the interest accruing on the escrow account shall be paid to the Company;

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. Escrow Agent hereby acknowledges receipt from the Company of funds in the amount of Two thousand five hundred dollars (\$ 2500.00) and agrees to deposit these funds in an account with the Escrow Agent. The funds deposited with the Escrow Agent, not including any interest earned thereon, are hereinafter referred to as the Funds". All interest on the Funds shall be paid by the Escrow Agent to the Company.
2. Except as otherwise provided herein, the Escrow Agent shall not transfer or disburse any of the Funds without written instructions signed by the Commission.
3. The Commission may transfer or draw upon the Funds only in the event of failure of performance by the Company as required by North Dakota Administrative Code 69-09-05-04. The Escrow Agent shall allow the Commission to transfer or draw upon the Funds only with the written approval of the Company or under a valid court order.
4. The Commission's authority to transfer or draw on the Fund, as described in Paragraph 3 above, terminated upon the replacement of the escrow deposit with a performance bond, or upon discharge of the obligations and release. The Commission shall notify the Escrow Agent in writing of the termination of the Commission's authority with respect to the deposit. Upon termination of such authority of the Commission, and under written instruction received from the Company, the Escrow Agent shall return the funds to the Company.
5. Except as otherwise provided in this Agreement, the Escrow Agent waives any rights it may have to the funds as a set-off to any obligations owed by the Company to the Escrow Agent.
6. The Escrow Agent shall pay directly to the Company interest payable on the Funds in the escrow account on the same date(s) such interest is due and payable, after deducting from such interest the costs and expenses provided for in Paragraph 7 (d) hereof.

7. The Commission and the Company acknowledge to the Escrow Agent that:

a. The duties of the Escrow Agent are only as herein provided. The Escrow Agency shall not be liable for any action it may take or fail to take as Escrow Agent while its conduct is in good faith and in the exercise of its own best judgment or upon the advise of its counsel.

b. In the performance of its duties hereunder, the Escrow Agent shall be entitled to rely upon any document, instrument or signature believed by it to be genuine and signed by the Commission, an officer of the Company, or their respective successors or assigns.

c. The Escrow Agent shall not be bound by any modification, cancellation or rescission of this Agreement, unless the same is in writing, and signed by the Commission and an authorized officer of the Company, and acknowledged by the Escrow Agent.

d. The Company shall bear all applicable costs and reasonable expenses assessed and incurred by the Escrow Agent. The Escrow Agent shall be reimbursed for such costs and expenses by deducting them from the interest due to the Company prior to paying the interest to the Company.

8. Any written notices required or permitted to be given under this Agreement shall be deemed to be given upon deposit in the United States mail, or with an express mail service, addressed to the appropriate party or parties at the following addresses:

North Dakota Public Service Commission
600 East Boulevard Avenue Dept 408
Bismarck ND 58505-0480

Bank of North Dakota
PO Box 5509
Bismarck ND 58506-5509

Company Name and Address

9. This Agreement shall terminate upon termination of the Commission's authority with respect to the obligations secured by the deposit and the return to the Company of the Funds or balance of Funds then remaining and the payment to the Company of all interest on the Funds which is due and payable.

10. This Agreement may be executed in any number of identical counterparts, each of which, when executed and delivered by the parties hereto, shall be considered to be an original, but all of which shall collectively constitute one and the same instrument.

11. This Agreement, together with Certificate of Registration No. _____, constitutes the entire Agreement between the parties.

12. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of North Dakota.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective the day and year first above written.

NORTH DAKOTA PUBLIC SERVICE COMMISSION

Date:	3-31-06
President:	<i>Tommy Curtis</i>
Commissioner:	<i>Ken Cameron</i>
Commissioner:	<i>John E. Wefald</i>

COMPANY

Date:	3/17/06
Name of Company:	AMERICATEL CORPORATION
Authorized Signature:	<i>[Signature]</i>

BANK OF NORTH DAKOTA

Date:	3/28/2006
Authorized Signature:	<i>[Signature]</i> <i>Supr. Casper</i>