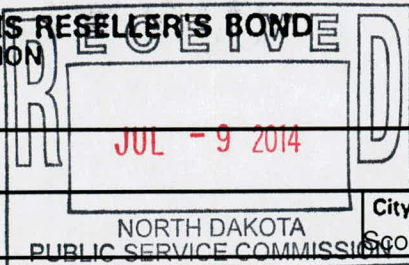




TELECOMMUNICATIONS RESELLER'S BOND
PUBLIC SERVICE COMMISSION
 SFN 50826 (5-96)

BOND NO: 3353580



PRINCIPAL (Reseller)	Name Sagebrush Cellular Inc.			
	Address 61 Hwy 13 S, PO Box 600		City Scobey	State MT
SURETY (Bonding Company)	Name SureTec Insurance Company			
	Address 1330 Post Oak Blvd, Ste 110		City Houston	State TX

We, the above named PRINCIPAL and SURETY are bound to the State of North Dakota in the penal sum of 25,000.00 Dollars. The payment of the penal sum shall bind the PRINCIPAL and SURETY, our heirs, legal representatives, successors, and assigns, jointly and severally under these obligations.

The PRINCIPAL is doing business in North Dakota as a reseller providing telecommunications services. This obligation covers all prepayments for service in this State including, but not limited to, front-end charges and prepaid monthly charges for services.

The condition of this obligation is as follows: if the PRINCIPAL faithfully performs all duties as a telecommunications reseller under the provisions of Certificate of Registration issued by the North Dakota Public Service Commission, complies with all laws of North Dakota pertaining to telecommunications companies and the rules of the Public Service Commission promulgated in connection therewith, and provides services in accordance with its legal obligations and agreements; then this obligation shall be void; otherwise it shall remain in effect.

Liability for this undertaking commences on July 1, 2014, and shall be continuous unless the SURETY by certified mail notifies the PRINCIPAL and the Public Service Commission that the surety bond has been canceled. The cancellation notice shall state that the surety bond will be canceled thirty (30) days after receipt by the Public Service Commission of the cancellation notice, or on a later date specified by the SURETY. In no event shall the aggregate liability of the SURETY accumulate above the face amount of the bond, unless the face amount is increased by appropriate endorsement or rider.

The liability of the SURETY for any violation of the obligations by the PRINCIPAL during the period of time the bond remains in effect shall remain in force for such period of time as may be permitted under the laws of the State of North Dakota. Bonding requirements may be increased or decreased by the Commission upon thirty (30) days notice to each PRINCIPAL and SURETY.

This bond, and the terms used herein, are governed by the provisions of Chapter 49-21 of the North Dakota Century Code, and Chapter 69-09-05 of the North Dakota Administrative Code.

Countersigned by North Dakota Resident Agent:

Name/Signature	C/S No Longer Required	Address	City, State (ND), Zip Code
----------------	------------------------	---------	----------------------------

THIS SECTION TO BE COMPLETED BY PRINCIPAL

ACKNOWLEDGMENT OF PRINCIPAL

State of Montana)
 County of Daniels) ss.
 On this 7th day of July, 2014.

before me personally appeared Remi Sun known to me to be the person or said corporation described in and who executed the within instrument as PRINCIPAL and acknowledged to me that he/she or said corporation executed the same.

Sagebrush Cellular Inc.

By: [Signature]
 Signature of Principal Officer
[Signature]
 Notary Public

My Commission expires October 10, 2017



THIS SECTION TO BE COMPLETED BY SURETY

**ACKNOWLEDGMENT OF SURETY
(Corporate Officer)**

State of North Carolina)
 County of Mecklenburg) ss.
 On this 1st day of July, 2014.

before me personally appeared Jennifer C. Hoehn

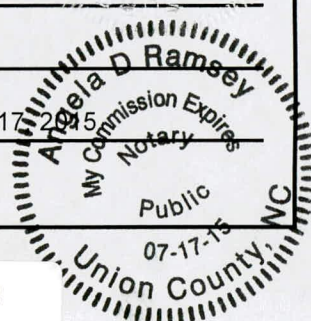
known to me to be Attorney-in-Fact of said corporation that is described in and that executed the within instrument as SURETY, and acknowledged to me that such corporation executed the same.

Jennifer C. Hoehn Attorney-in-Fact
 Name and Title of Person Signing for Surety

By: [Signature]
 Signature
Angela D. Ramsey
 Notary Public

My Commission expires July 17, 2015

(SEAL) Surety Phone No. _____



North Dakota Public Service Commission, Telephone 701-328-2400

State of Montana, My Commission Expires October 10, 2017

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Angela D. Ramsey, Donna K. Ashley, Jennifer C. Hoehn,
Wendy E. Lahm, William J. Quinn, John D. Leak, III

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Hundred Thousand and 00/100 Dollars (\$500,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 9/30/2013 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

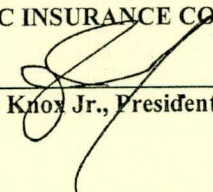
Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of September, A.D. 2010.

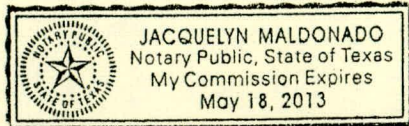
SURETEC INSURANCE COMPANY

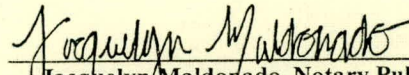
By: 
John Knox Jr., President

State of Texas ss:
County of Harris



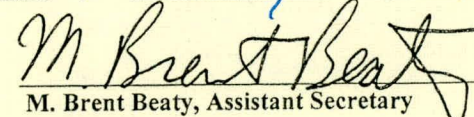
On this 3rd day of September, A.D. 2010 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2013

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 1 day of July, 2014, A.D.


M. Brent Beaty, Assistant Secretary