STANDBY PURCHASE AGREEMENT

THIS AGREEMENT is made as of November 15, 2013,

BETWEEN

RAM POWER, CORP., a corporation existing under the laws of British Columbia ("**Ram**"),

- and -

EXPLORATION CAPITAL PARTNERS 2000 LIMITED PARTNERSHIP, a limited partnership organized under the laws of Nevada ("**Standby Purchaser**")

WHEREAS Ram proposes to effect an offering of Rights to the holders of record of its Common Shares pursuant to a rights offering circular, on the terms and conditions set forth in this Agreement;

WHEREAS the Standby Purchaser proposes to purchase Common Shares offered under the Rights Offering that are not otherwise purchased under the Rights Offering, to a maximum of 25% of the Common Shares issuable upon the exercise of the Rights to Persons that are the holders of record of Common Shares on the Record Date, on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

ARTICLE 1
INTERPRETATION

1.1 Definitions. In this Agreement, unless something in the subject matter is inconsistent therewith:

"**Additional Subscription Privilege**" means the entitlement of a holder of Rights, who has exercised in full the Basic Subscription Privilege attaching to its Rights, to subscribe pursuant to the Rights Offering for additional Common Shares (if such are available), as such entitlement is further detailed in the Rights Offering Circular.

"**Affiliate**" has the meaning ascribed thereto under the *Business Corporations Act* (Ontario), as amended.

"**Basic Subscription Privilege**" means the entitlement of a holder of Rights to subscribe pursuant to the Rights Offering for Common Shares, at a price equal to the Subscription Price per Common Share, for every four and one-half (4.5) Rights held, as such entitlement is further detailed in the Rights Offering Circular.

"**Business Day**" means any day, other than a Saturday or a Sunday, upon which banks are open for business in the City of Toronto, Ontario or the City of Vancouver, British Columbia.

"**Canadian Securities Law**" means all applicable securities laws of each of the Qualifying Jurisdictions and the applicable rules of the TSX.

"**Closing Date**" means one Business Day following the Expiry Date, or such other date as may be agreed by Ram and the Standby Purchaser, but in no event later than December 31, 2013.

"**Closing Time**" has the meaning set forth in Section 7.1.

"**Common Shares**" means the Common Shares in the capital of Ram.

"**Compensation Warrants**" means non-transferable warrants to be issued to the Standby Purchaser pursuant to this Agreement, each Compensation Warrant entitling the holder thereof to purchase one Common Share at an exercise price of $0.10 per Common Share with a term expiring on the date that is eighteen (18) months after the Closing Date.

"**Enforceability Qualifications**" mean (a) applicable bankruptcy, insolvency, moratorium, reorganization or other laws affecting creditors' rights generally; (b) equitable remedies, including the remedies of specific performance and injunctive relief, are available only in the discretion of the court having jurisdiction; (c) the statutory and inherent powers of a court to grant relief from forfeiture, to stay proceedings before it and to stay executions and judgments; (d) applicable laws limiting rights to indemnity, contribution, waiver, and the ability to sever unenforceable terms; and (e) applicable laws regarding limitations of actions.

"**Expiry Date**" means the date on which the Rights will expire and become null and void as set out in the Rights Offering Circular, such date being expected to be no earlier than the twenty-first day following the date on which the Rights Offering Circular is mailed to Persons who are holders of Common Shares as of the date of the Rights Offering Circular.

"**Expiry Time**" means 5:00 p.m. (Toronto time) on the Expiry Date.

"**Governmental Entity**" means any: (i) multinational, federal, provincial, territorial, municipal, local or other governmental or public department, central bank, court, commission, board, bureau, agency or instrumentality, domestic or foreign; (ii) any subdivision or authority of any of the foregoing; or (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the above.

"**Indemnified Party**" has the meaning set forth in Section 10.2.

"**Indemnifying Party**" has the meaning set forth in Section 10.2.

"**Laws**" means any and all applicable laws including all statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, instruments, policies, guidelines, and general principles of common law and equity, binding on or affecting the Person referred to in the context in which the word is used.

"**Material Adverse Change**" means any change, development, event or occurrence with respect to the business, condition (financial or otherwise), properties, assets, liabilities (contingent or otherwise), capital, cash flow, operations, or results of operations of Ram and its subsidiaries, on a consolidated basis, that is, or would reasonably be expected to be, material and adverse to Ram and its subsidiaries, on a consolidated basis; provided, however, that a Material Adverse Change shall not include and shall be deemed to exclude the impact of any fact, event, change, occurrence, circumstance or condition resulting from or relating to: (a) changes in Laws of general applicability or interpretations thereof by courts or Governmental Entities or regulatory authorities, which changes do not have a material disproportionate effect on Ram and its subsidiaries (taken as a whole), (b) any change in the geothermal energy industry generally, which does not have a material disproportionate effect on Ram and its subsidiaries (taken as a whole), (c) actions and omissions of Ram expressly required pursuant to this Agreement or taken with the prior written consent of the Standby Purchaser, (d) the execution, delivery, performance, consummation or public announcement of this Agreement or the transactions contemplated by this Agreement, (e) any change in U.S. or Canadian interest rates or currency exchange rates, and (f) general political, economic or financial conditions in Canada or the United States which do not have a material disproportionate effect on Ram and its subsidiaries (taken as a whole).

"**Material Subsidiaries**" means Polaris Energy Nicaragua, S.A., Ram Power, Inc., Western GeoPower, Inc. and Cerro Colorado Power, S.A.

"**Misrepresentation**" means a "misrepresentation" as defined in Section 1(1) of the Securities Act.

"**Other Standby Commitments**" means the standby purchase agreements, in substantially the form of this Agreement, entered into by each Other Standby Purchaser and Ram as of the date hereof, whereby the Other Standby Purchasers have agreed to a standby commitment of an aggregate of 75% of the Common Shares issuable upon the exercise of the Rights to Persons that are the holders of record of Common Shares on the Record Date.

"**Other Standby Purchasers**" means Dundee Securities Ltd. and Newberry Holdings International Ltd.

"**Person**" means an individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, association, trust, estate, custodian, trustee, executor, administrator, nominee or other entity or organization, including (without limitation) a Governmental Entity or political subdivision or an agency or instrumentality thereof.

"**Public Record**" means all information filed by or on behalf of Ram with the Securities Commissions including, without limitation, the Rights Offering Circular.

"**Purchasers**" has the meaning set forth in Section 2.2.

"**Rights Offering Circular**" means the rights offering circular to be filed by Ram with the Securities Commissions in connection with the offer and sale of the Securities.

"**Qualifying Jurisdictions**" means all of the provinces of Canada.

“**Record Date**” means the record date for the purpose of the Rights Offering that will be established by Ram in the Rights Offering Circular.

“**Rights**” means the transferable rights to subscribe for Common Shares offered by Ram pursuant to the Rights Offering pursuant to the Basic Subscription Privilege and the Additional Subscription Privilege at the Subscription Price.

“**Rights Agency Agreement**” means the rights agency and custodial agreement dated November 15, 2013 between CST Trust Company, in its capacity as subscription agent, and Ram.

“**Rights Offering**” means the offering by Ram of Rights to the holders of Common Shares on the Record Date (including, for greater certainty and without limitation, any Rights held by the subscription agent on behalf of “Ineligible Holders” as defined in the Rights Offering Circular) to purchase Common Shares at the Subscription Price, undertaken in accordance with Article 2.

“**Securities**” means, collectively, the Rights, the Common Shares issuable upon the exercise of the Rights and the Standby Shares.

“**Securities Act**” means the *Securities Act* (Ontario), as amended.

“**Securities Commissions**” means, collectively, the securities commissions or similar securities regulatory authorities of the Qualifying Jurisdictions.

“**Securities Laws**” means the Canadian Securities Laws and the U.S. Securities Laws.

“**SEDAR**” means the System for Electronic Document Analysis and Retrieval (SEDAR) as further described within National Instrument 13-101 of the Canadian Securities Administrators.

“**Standby Commitment**” has the meaning set forth in Section 2.2.

“**Standby Purchaser**” has the meaning given on the cover page of this Agreement.

“**Standby Purchaser Fee**” shall be the aggregate of the following: (a) the amount calculated by multiplying 1.5% by the Subscription Price by that number of Common Shares subscribed by the Standby Purchaser under the Rights Offering; (b) $87,500; and (c) the amount calculated by multiplying 4% by the Subscription Price by that number of Common Shares that represents 25% of the Common Shares issuable upon the exercise of the Rights to Persons that are the holders of record of Common Shares on the Record Date.

“**Standby Purchaser Rights Offering Shares**” means the Common Shares issuable to the Standby Purchaser and its Affiliates pursuant to the exercise of their Rights.

“**Standby Shares**” has the meaning set forth in Section 2.2.

“**Subscription Price**” has the meaning set forth in Section 2.3.

“**subsidiary**” has the meaning ascribed thereto in the Securities Act.

"**Substituted Purchaser Conditions**" means, in respect of an Affiliate of the Standby Purchaser that the Standby Purchaser proposes to be a Substituted Standby Purchaser (the "**Proposed Person**") as contemplated in Section 2.2, a Person that satisfies the following conditions:

(a) the Proposed Person makes each of the representations and warranties of the Standby Purchaser set forth in Sections 2.7 and 6.1 and, to the extent applicable, in (b)(i) and (ii) below, subject in each case to Section 6.2, *mutatis mutandis*; and

(b) if the Proposed Person is resident in or otherwise subject to the laws of a jurisdiction other than any of the provinces or territories of Canada, (i) the purchase of the relevant Standby Shares by the Proposed Person would comply with the laws of such jurisdiction; (ii) Ram would not, as a result of such purchase, be obliged to register the relevant Standby Shares or any other Common Shares or file a prospectus or other disclosure document, or be obliged to make any filings or become subject to any reporting or disclosure obligations that it is not already obligated to make or by virtue of this transaction will be obligated to make, in each case pursuant to the laws of any jurisdiction; and (iii) the Proposed Person has delivered to Ram an opinion of counsel qualified in such jurisdiction, satisfactory to Ram, acting reasonably, to the effect referred to in (b)(i) and (ii).

"**Substituted Standby Purchaser**" has the meaning set forth in Section 2.2.

"**TSX**" means the Toronto Stock Exchange.

"**U.S. Securities Laws**" means all applicable securities laws of the securities regulatory authorities and exchanges in the United States.

(a) **Headings, etc**. The division of this Agreement into articles, sections, paragraphs and clauses and the provision of headings are for the convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms "this agreement", "hereof", "hereunder" and similar expressions refer to this Agreement as a whole and not to any particular article, section, paragraph, clause or other portion hereof and include any agreement or instrument supplemental or ancillary hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to articles, sections, paragraphs or clauses are to articles, sections, paragraphs or clauses of this Agreement.

(b) **Plurality and Gender**. Words importing the singular number only will include the plural and *vice versa*, words importing any gender will include all genders and the words importing Persons will include individuals, partnerships, trusts, corporations, governments and governmental authorities.

(c) **Currency**. Unless otherwise specifically stated, all references to dollars and cents in this Agreement are to the lawful currency of Canada.

(d) **Governing Law**. This Agreement will be governed by, interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each party hereby unconditionally and irrevocably submits to the non-exclusive jurisdiction of the courts of the Province of Ontario in respect of all matters arising out of this Agreement.

(e) **Severability**. If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof will continue in full force and effect. The parties hereto agree to negotiate in good faith a substitute provision which will be as close as possible to the intention of any invalid or unenforceable provision as may be valid or enforceable. The invalidity or unenforceability of any provision in any particular jurisdiction will not affect its validity or enforceability in any other jurisdiction where it is valid or enforceable.

(f) **Statutes**. Any reference to a statute, act or law will include and will be deemed to be a reference to such statute, act or law and to the regulations, instruments and policies made pursuant thereto, with all amendments made thereto and in force from time to time, and to any statute, act or law that may be passed which has the effect of supplementing or superseding such statute, act or law so referred to.

ARTICLE 2
STANDBY COMMITMENT

2.1 **Conduct of Rights Offering**. Subject to and in accordance with the terms hereof, Ram agrees to offer, in accordance with Securities Laws and pursuant to the Rights Offering Circular, the Rights and the Common Shares issuable upon the exercise of the Rights to Persons that are the holders of record of Common Shares on the Record Date: (i) with an address in the Qualifying Jurisdictions; or (ii) with an address in any other jurisdiction that Ram has satisfied itself is entitled to receive the Securities under the Rights Offering in accordance with the laws of such jurisdiction and without obliging Ram to register the Securities or file a prospectus or other disclosure document or to make any other filings or become subject to any reporting or disclosure obligations that Ram is not already obligated to make.

2.2 **Standby Commitment**. Subject to and in accordance with the terms hereof, the Standby Purchaser hereby agrees to purchase from Ram (or to cause to be purchased from Ram by one or more of its Affiliates as the Standby Purchaser designates in a notice to Ram and that satisfies the Substituted Purchaser Conditions, in each case not less than two Business Days prior to the Closing Date (each such Affiliate referred to as a "**Substituted Standby Purchaser**")), and Ram hereby agrees to sell to the Standby Purchaser or any Substituted Standby Purchaser, as the case may be, at the Subscription Price and on the Closing Date, all of the Common Shares (the "**Standby Shares**") that were not otherwise subscribed for and taken up under the Rights Offering by holders of Rights, subject to a maximum of 25% of the Common Shares issuable upon the exercise of the Rights to Persons that are the holders of record of Common Shares on the Record Date, and further provided that the Standby Shares shall be allocated *pro rata* among the Standby Purchaser and the Other Standby Purchasers (collectively, the "**Purchasers**"), in each case subject to the maximum standby commitment of each such Purchaser provided for in this Agreement or the Other Standby Commitments, as applicable, and upon such maximum commitment being met for a particular Purchaser, any remaining Standby Shares shall continue to be allocated on a *pro rata* basis among the remaining Purchasers until all the Standby Shares have been allocated. The aggregate number of Common Shares to be purchased pursuant to this Section 2.2 (such commitment referred to as the "**Standby Commitment**") will be equal to: (i) the number of Common Shares authorized to be issued on the Record Date pursuant to the exercise of the Rights, minus (ii) the sum of (a) the number of Common Shares subscribed for and taken up under the Rights Offering by holders of Rights (including, for greater certainty and without limitation, pursuant to the Additional Subscription Privilege) and (b) the number of Common Shares to be taken up by the Other Standby Purchasers pursuant to the Other Standby Commitments.

2.3 **Subscription Price.** The exercise price per Common Share applicable under the Rights Offering will be $0.08 (the "**Subscription Price**").

2.4 **Timing of Rights Offering**. Subject to and in accordance with the terms hereof, Ram agrees that it will file with the Securities Commissions, concurrently with the execution of this Agreement, the Rights Offering Circular.

2.5 **Payment for Standby Shares**. Subject to and in accordance with the terms hereof, on the Closing Date, the Standby Purchaser will pay or will cause its Substituted Standby Purchaser to pay, as the case may be, in immediately available funds by wire transfer to an account designated by Ram, or by certified cheque payable to Ram, the aggregate Subscription Price that is payable for the Standby Shares to be purchased by it hereunder and Ram will issue the Standby Shares to the Standby Purchaser or Substituted Standby Purchaser, as the case may be.

2.6 **Restrictions on Sale Outside the Qualifying Jurisdictions**. Except as contemplated by this Agreement, the Standby Purchaser agrees, and agrees to cause its Substituted Standby Purchaser if any, not to sell or distribute, directly or indirectly, its Standby Purchaser Rights Offering Shares or Standby Shares in such a manner as to: (i) require registration by Ram of the Standby Purchaser Rights Offering Shares or Standby Shares or the filing by Ram of a prospectus or any similar document in any jurisdiction, including the Qualifying Jurisdictions; or (ii) result in Ram becoming subject to reporting or disclosure obligations to which it is not subject as at the date of this Agreement, or by virtue of this transaction will be obligated to make, under the laws of any jurisdiction outside the provinces of Canada, in each case that is material to Ram, and to sell the Standby Purchaser Rights Offering Shares or the Standby Shares in accordance with all applicable securities laws.

2.7 **Representations and Warranties of the Standby Purchaser as to Investment Intent**. The Standby Purchaser represents and warrants to and with Ram, on its own behalf and also in respect of and on behalf of its Substituted Standby Purchaser, that it and each of its Substituted Standby Purchasers, as applicable, is acquiring the Standby Purchaser Rights Offering Shares and Standby Shares as principal and for investment and not with a view to, and has not offered or sold any Standby Purchaser Rights Offering Shares or Standby Shares in connection with, the sale or distribution thereof.

2.8 **Fee to Standby Purchaser**. Subject to successful completion of the Rights Offering and performance by the Standby Purchaser of its obligations hereunder, in consideration solely for the Standby Commitment: (i) Ram will pay, and the Standby Purchaser will be entitled to receive, the Standby Purchaser Fee; and (ii) Ram will issue to the Standby Purchaser that number of Compensation Warrants equal to 2.0% of the maximum number of Common Shares offered under the Rights Offering issuable on the Closing Date, being 1,341,699 Compensation Warrants. The Standby Purchaser Fee shall be paid by Ram, without set-off against any amount payable by the Standby Purchaser pursuant to Section 2.2, if applicable, or otherwise pursuant to the Rights Offering by the Standby Purchaser or any Affiliate of the Standby Purchaser, in immediately available funds by wire transfer to accounts designated by the Standby Purchaser, or by certified cheque payable to the Standby Purchaser. The Standby Purchaser hereby acknowledges that, in accordance with the policies of the TSX, the exercise of the Compensation Warrants by the Standby Purchaser is subject to shareholder approval, which will be sought at Ram's next annual general meeting to be held in 2014.

2.9 **Rights of Set-Off**. In satisfaction of all or any portion of the Subscription Price payable by the Standby Purchaser for its Standby Shares, the Standby Purchaser shall have the right to set-off amounts owed by Ram to the Standby Purchaser pursuant to this Agreement on the Closing Date, including amounts owing by Ram pursuant to the Standby Purchaser Fee and the expense reimbursement set out in section 12.1.

ARTICLE 3
COVENANTS OF RAM

3.1 Subject to and in accordance with the terms hereof, Ram undertakes and agrees with and in favour of the Standby Purchaser that:

(a) **Rights Offering Circular**. It will prepare and, not later than November 15, 2013, it will file with the Securities Commissions, the Rights Offering Circular, relating to the proposed distribution of the Securities.

(b) **Supplementary Material**. If required by Securities Laws, it will prepare any amendments to the Rights Offering Circular or any documentation supplemental thereto or any amending or supplemental documentation or any similar document required to be filed by it under the Securities Laws. It will also promptly, and in any event within any applicable time limitation, comply with all applicable filing and other requirements under the Securities Laws as a result of any Material Adverse Change.

(c) **Consents and Approvals**. It will use its commercially reasonable efforts to obtain all necessary consents, approvals or exemptions for the creation, offering and issuance of the Securities in all Qualifying Jurisdictions as contemplated herein and in the Rights Offering Circular and the entering into and performance by it of this Agreement (including, for greater certainty and without limitation, the issuance of the Rights, the Common Shares issuable upon the exercise of such Rights and the Standby Shares).

(d) **Cease Trade Order or Other Investigation**. From the date hereof through the earlier of: (i) the Closing Date; and (ii) the termination of this Agreement, it will immediately notify the Standby Purchaser in writing of any written demand, request or inquiry (formal or informal) by any Securities Commission, the TSX or other Governmental Entity that concerns any matter relating to the affairs of Ram that may affect the Rights Offering, the transactions contemplated herein, or any other matter contemplated by this Agreement, or that relates to the issuance, or threatened issuance, by any such authority of any cease trading or similar order or ruling relating to any securities of Ram. Any notice delivered to the Standby Purchaser as aforesaid will contain reasonable details of the demand, request, inquiry, order or ruling in question.

(e) **TSX Listing**. It will take all action as may be required and appropriate so that the Rights, the Common Shares issuable upon the exercise of such Rights and the Standby Shares have been conditionally approved for listing on the TSX, subject to receipt of customary final documentation.

(f) **Securities Laws**. It will take all action as may be necessary and appropriate so that the Rights Offering and the transactions contemplated in this Agreement will be effected in accordance with Securities Laws. It will consult with the Standby Purchaser and its advisors upon their reasonable request regarding the manner in which the Rights Offering and the other transactions contemplated herein will comply with applicable Securities Laws, and it will provide to the Standby Purchaser and its advisors copies of any documents that are to be submitted by it to any Securities Commission or other regulatory authority for such purpose prior to being so submitted and it will give the Standby Purchaser and its advisors an opportunity to comment on same, and Ram will not file the Rights Offering Circular without first obtaining approval from the Standby Purchaser after consultation with the Standby Purchaser with respect to the form and content thereof, which approval will not be unreasonably withheld or delayed.

(g) **Corporate Existence**. In the event of a merger, consolidation or sale of all or substantially all of its assets, Ram will ensure that the surviving successor entity in such transaction assumes its obligations hereunder.

(h) **Due Diligence**. At any time prior to the Closing Date, Ram will allow the Standby Purchaser to conduct all due diligence investigations which it determines to be required, acting reasonably, including (without limitation) for the purpose of determining if a Material Adverse Change has arisen as from the date of, and from the information disclosed in, the Rights Offering Circular.

(i) **Obtaining of Report**. It will cause CST Trust Company to deliver to the Standby Purchaser, as soon as is practicable following the Expiry Time, details concerning the total number of Common Shares duly subscribed and paid for by holders of Rights under the Rights Offering, including (without limitation) those Common Shares subscribed and paid for pursuant to the Additional Subscription Privilege.

(j) **Mailing of Materials**. It will use commercially reasonable efforts to effect and complete the mailing of commercial copies of the Rights Offering Circular to each of the registered holders of the Common Shares as of the Record Date in Canada and to the beneficial holders of Common Shares as of the Record Date in Canada in the manner contemplated by National Instrument 54-101 – *Communications with Beneficial Owners of Securities of a Reporting Issuer*, in each case, as soon as possible following the Record Date.

(k) **Use of Proceeds**. The net proceeds (net of all legal, accounting and other fees and expenses related to the Rights Offering) received by Ram in connection with the Rights Offering and the sale and issuance by Ram of the Standby Shares to the Standby Purchaser will be used for interest repayment obligations and for working capital and general corporate purposes and for no other purpose, unless otherwise agreed to in writing by the Standby Purchaser.

(l) **No Issuance of Securities**. Other than as contemplated by this Agreement or the Rights Offering Circular, during the period from the date hereof until the Closing Date, Ram will not issue any Securities or securities convertible or exchangeable or exercisable into Securities other than the exercise of any options and other securities outstanding under Ram's equity incentive plans or the exercise of any other convertible, exchangeable securities of Ram outstanding as of the date hereof.

ARTICLE 4
CHANGES

4.1 Material Change During Distribution.

(a) During the period from the date of this Agreement to the Closing Date, Ram will promptly notify the Standby Purchaser in writing of any material change (actual, anticipated, contemplated or threatened, financial or otherwise) in the business, affairs, operations, assets, liabilities (contingent or otherwise) or capital of Ram and its subsidiaries taken as a whole.

(b) During the period from the date hereof to the Closing Date, Ram will promptly notify the Standby Purchaser in writing of:

(i) any material fact that has arisen or been discovered and that would be required to be disclosed in the Rights Offering Circular if filed on such date; and

(ii) any change in any material fact contained in the Rights Offering Circular, which fact or change is, or may be, of such a nature as to result in a Misrepresentation in the Rights Offering Circular or that would result in the Rights Offering Circular not complying with applicable Securities Laws.

(c) Ram will promptly, and in any event within any applicable time limitation, comply, to the satisfaction of the Standby Purchaser, acting reasonably, with all applicable filings and other requirements under the Securities Laws as a result of such fact or change. Ram will in good faith discuss with the Standby Purchaser any fact or change in circumstances (actual, anticipated, contemplated or threatened, financial or otherwise) that is of such a nature that there is reasonable doubt whether written notice need be given under this Section 4.1.

4.2 **Change in Securities Laws**. If prior to the Closing Time, there will be any change in the Securities Laws that, in the opinion of the Standby Purchaser, acting reasonably, requires the filing of an amendment to the Rights Offering Circular, Ram will, to the satisfaction of the Standby Purchaser, acting reasonably, promptly prepare and file such amendment with the appropriate securities regulatory authority in each of the Qualifying Jurisdictions where such filing is required.

4.3 **Change in Closing Date**. If a material change occurs after the date of filing of the Rights Offering Circular with the Securities Commissions and prior to the Closing Date, then, subject to Article 9, the Closing Date will be, unless Ram and the Standby Purchaser otherwise agree in writing, the later of the previously scheduled Closing Date and the sixth Business Day following the date on which all applicable filings or other requirements of the Securities Laws with respect to such material change have been complied with in all Qualifying Jurisdictions and any appropriate documents obtained for such filings and notice of such filings from Ram or Ram's counsel have been received by the Standby Purchaser however, in no event will the Closing Date be later than December 31, 2013.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF RAM

5.1 Ram represents and warrants, acknowledging and confirming that the Standby Purchaser is relying on such representations and warranties, that:

(a) Ram and each of its Material Subsidiaries has been duly amalgamated, incorporated or otherwise formed and organized and is a valid and subsisting corporation and in good standing under the laws of its respective jurisdiction and has all requisite corporate power and authority to own, lease and operate its properties and assets, and to carry on its business as now conducted.

(b) the Material Subsidiaries are the only subsidiaries of Ram that are material to Ram and, except as disclosed in the Public Record, all securities of the Material Subsidiaries are held, directly or indirectly, by the Company free and clear of all mortgages, liens, charges, pledges, securities interests, encumbrances, claims and demands whatsoever other than pledges of such securities to Ram's lenders;

(c) the total assets and revenue of all subsidiaries of Ram on a consolidated basis, other than the Material Subsidiaries, does not exceed 10% of the consolidated assets or revenue of Ram;

(d) Ram has all requisite corporate power and authority to authorize the execution, delivery and entering into of this Agreement, the Other Standby Commitments and the Rights Agency Agreement and the performance of its obligations hereunder and thereunder;

(e) each of Ram and each of its Material Subsidiaries is qualified to carry on business under the laws of each jurisdiction in which it carries on a material portion of its business;

(f) except for any shareholder approval required pursuant to the policies of the TSX in connection with the issuance of the Compensation Warrants to the Standby Purchaser and the exercise thereof, Ram has obtained all required authorization for the execution, delivery and performance of its obligations under this Agreement, and has duly executed and delivered this Agreement, the Other Standby Commitments and the Rights Agency Agreement, and each such agreement constitutes a legal, valid and binding obligation of Ram enforceable against it in accordance with its terms subject to the Enforceability Qualifications;

(g) Ram is not in default or breach of, and the execution, delivery, performance and compliance of or with the terms of this Agreement, the Other Standby Commitments and the Rights Agency Agreement by Ram and the issuance of the Securities by Ram does not or will not result in any breach of, or be in conflict with or constitute a default under or create a state of facts which, after notice or lapse of time, or both, would constitute a default under, any material term or provision of the constating documents, by-laws or resolutions of the directors or shareholders of Ram or of any subsidiary, or any mortgage, note, indenture, contract, agreement, instrument, lease or other document to which Ram or any subsidiary is a party or by which it is bound or any judgment, decree, order, statute, rule or regulation applicable to Ram or any subsidiary or any agreements to which Ram or any subsidiary is subject or is a party, which breach or default would reasonably be expected to have a material adverse effect on Ram on a consolidated basis;

(h) except as would not reasonably be expected to have a material adverse effect on Ram on a consolidated basis, each of Ram and each Material Subsidiary has conducted and is conducting its business in compliance in all respects with all applicable laws, rules and regulations and, in particular, all applicable licensing and environmental legislation, regulations or by-laws or other lawful requirement of any governmental or regulatory bodies applicable to each of Ram and each Material Subsidiary of each jurisdiction in which it carries on business and, except as would not reasonably be expected to have a material adverse effect on Ram on a consolidated basis, holds all licences, registrations and qualifications in all jurisdictions in which it carries on business which are necessary or desirable to carry on the business of Ram and each Material Subsidiary, as now conducted and as presently proposed to be conducted, and all such licenses, registrations or qualifications are valid and existing and in good standing and none of such licenses, registrations or qualifications contains any burdensome term, provision, condition or limitation which has or is likely to have any material adverse effect on the business of Ram on a consolidated basis, as now conducted or as proposed to be conducted;

(i) the solicitation efforts undertaken by Ram will be conducted in compliance with Securities Laws and the Rights Offering Circular and any amendment to the Rights Offering Circular will be prepared in conformity with and will comply in all material respects with the requirements of Securities Laws and will not contain any misrepresentation or any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make any statement therein, in light of the circumstances under which it is made, not misleading;

(j) Ram has full corporate power, capacity and authority to issue the Securities issuable upon exercise thereof;

(k) on the Record Date, all necessary corporate action will have been taken by Ram to allot, authorize and reserve for issuance the Rights and the Common Shares issuable on the exercise of the Rights, and upon exercise of the Rights in accordance with their terms and upon receipt of the Subscription Price therefore, the Common Shares issued by Ram at the Closing Date will be validly authorized and issued as fully-paid and non-assessable shares and will be free and clear of all liens, pledges, claims, encumbrances, security interests and other restrictions, except for any restrictions on resale or transfer imposed by applicable Securities Laws;

(l) the financial statements of Ram fairly present, in all material respects, in accordance with generally accepted accounting principles in Canada, consistently applied, the financial position of Ram and its subsidiaries on a consolidated basis at the dates thereof and the results of the operations of Ram and its subsidiaries on a consolidated basis for the periods then ended and reflect, in accordance with generally accepted accounting principles in Canada, all assets, liabilities or obligations (absolute, accrued, contingent or otherwise) of Ram and its subsidiaries on a consolidated basis as at the dates thereof;

(m) there has not been any “reportable event” (within the meaning of National Instrument 51-102 of the Canadian Securities Administrators) with the auditors of Ram;

(n) except as disclosed in the Rights Offering Circular or the financial statements, neither Ram nor any subsidiary of Ram has any loans or other indebtedness outstanding which have been made to or from any of its shareholders, officers, directors or employees or any other person not dealing at arm’s length with Ram or its subsidiaries that are currently outstanding;

(o) except to the extent that such occurrence would not reasonably be expected to have a material adverse effect on Ram on a consolidated basis, each of Ram and its subsidiaries has duly and on a timely basis filed all tax returns required to be filed by it, has paid all taxes due and payable by it and has paid all assessments and re-assessments and all other taxes, governmental charges, penalties, interest and other fines due and payable by it and which are claimed by any governmental authority to be due and owing and adequate provision has been made for taxes payable for any completed fiscal period for which tax returns are not yet required and there are no agreements, waivers, or other arrangements providing for an extension of time with respect to the filing of any tax return or payment of any tax, governmental charge or deficiency by Ram or any subsidiary of Ram and, to the knowledge of Ram as of the date of this agreement, there are no actions, suits, proceedings, investigations or claims threatened or pending against Ram or any subsidiary of Ram in respect of taxes, governmental charges or assessments or any matters under discussion with any governmental authority relating to taxes, governmental charges or assessments asserted by any such authority;

(p) all filings by Ram and any of its subsidiaries, pursuant to which Ram or any of its subsidiaries has received or is entitled to receive government incentives, have been made in accordance with all applicable legislation and other requirements relating thereto and contained no misrepresentations of material fact nor omitted to state a material fact which could cause any amount previously paid to the Ram or its subsidiaries or previously accrued on the accounts thereof to be recovered or disallowed;

(q) the information and statements set forth in the Public Record, as it relates to Ram, were, in all material respects, true, correct, and complete and did not contain any misrepresentation, as of the respective dates of such information or statements, and Ram has not filed any confidential material change reports which continue to be confidential;

(r) no officer, director, employee or any other person not dealing at arm's length with Ram or, to the knowledge of Ram, any associate or affiliate of any such person, owns, has or is entitled to any royalty, net profits interest, carried interest or any other encumbrances or claims of any nature whatsoever which are based on production from Ram's properties or assets or any revenue or rights attributed thereto;

(s) Ram's authorized capital consists of an unlimited number of Common Shares of which at the date hereof 301,882,323 Common Shares are issued and outstanding;

(t) other than options to purchase 17,228,819 Common Shares held by directors, officers, employees and consultants of Ram and warrants to purchase 186,036,817 Common Shares, as at the date hereof, no person, firm, corporation or other entity holds any securities convertible or exchangeable into securities of Ram or has any agreement, warrant, option, right or privilege (whether pre-emptive or contractual) being or capable of becoming an agreement for the purchase, subscription or issuance of any unissued securities (including convertible securities) of Ram;

(u) except as shall have been made or obtained at or before the Closing Time under Securities Laws, no consent, approval, authorization, order, filing, registration or qualification of or with any court, governmental agency or body or regulatory authority is required for the execution, delivery and performance by Ram of this Agreement, the issuance of the Rights and the Common Shares as contemplated herein, or the consummation by Ram of the transactions contemplated herein;

(v) no order, ruling or determination having the effect of ceasing, suspending or restricting trading in any securities of Ram or the sale of the Common Shares has been issued and no proceeding, investigation or inquiry for such purposes is pending or contemplated or threatened;

(w) there is no action, proceeding or investigation (whether or not purportedly by or on behalf of Ram or any of its subsidiaries) pending or, to the knowledge of Ram, threatened against or affecting Ram or any of its subsidiaries, at law or in equity or before or by any federal, provincial, municipal or other governmental department, commission, board or agency, domestic or foreign, which in any way materially adversely affects or which may materially adversely affect the business, operations or condition of Ram, (financial or otherwise) or its property or assets or on the ability of Ram to perform its obligations under this Agreement or the Rights Agency Agreement or to consummate the transactions contemplated by this Agreement, the Other Standby Commitments or the Rights Agency Agreement or result in a material change or which questions or may question the validity of the issuance, as fully paid and non-assessable, of the outstanding Common Shares or any action taken or to be taken by Ram pursuant to or in connection with this Agreement, the Other Standby Commitments or the Rights Agency Agreement;

(x) except as otherwise disclosed in the Public Record, neither Ram nor any Material Subsidiary of Ram is a party to or bound by any agreement of guarantee (other than inter-company guarantees), indemnification (other than an indemnification of directors and officers in accordance with the by-laws of Ram or any subsidiary and applicable laws and indemnities given in agreements for completed purchase and sale transactions and in the ordinary course of business) or any other like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other person;

(y) Ram is and will be at the Closing Time a “reporting issuer” in good standing in the Qualifying Jurisdictions, not in default under Securities Laws of each of the Qualifying Jurisdictions and is in compliance with all continuous and timely disclosure obligations under Securities Laws of each of the Qualifying Jurisdictions and, without limiting the generality of the foregoing, there has been no material change in the affairs of Ram which requires disclosure under such legislation or which has been disclosed on a confidential basis and which has not been generally disclosed to the public;

(z) the Common Shares are listed and posted for trading on the TSX and Ram is in material compliance with the rules and regulations of the TSX;

(aa) the minute books of Ram and the Material Subsidiaries are true and correct and contain the minutes of all meetings and all the resolutions of directors and shareholders thereof;

(bb) the definitive form of certificates representing the Common Shares are in due and proper form under the laws governing Ram and are in compliance with the requirements of the TSX;

(cc) although it does not warrant title, Ram has no reason to believe that Ram and the Material Subsidiaries do not have good and marketable title to the assets of Ram and the Material Subsidiaries, free and clear of all liens, charges, encumbrances and security interests of any nature or kind, except as otherwise disclosed in the Public Record;

(dd) CST Trust Company has been duly appointed as the subscription agent for the Rights;

(ee) Ram will, or it will cause the rights agent to, deliver to the Standby Purchaser as soon as it is practicable following the expiry of the Rights pursuant to the Rights Offering Circular, details concerning the total number of Rights duly subscribed for and paid by the holders of the Rights under the Rights Offering, including those Rights subscribed and paid for pursuant to the Additional Subscription Privilege;

(ff) Ram is not in default of any requirement of Securities Laws that has or is reasonably likely to have a material adverse effect on this offering or Ram on a consolidated basis;

(gg) to the knowledge of Ram, as at the date of this Agreement, no insider of Ram has a present intention to sell any securities of Ram held by it;

(hh) Ram does not have in place a shareholder rights protection plan;

(ii) to the knowledge of Ram, as at the date of this Agreement, neither Ram nor any of its shareholders is a party to any unanimous shareholders agreement, pooling agreement, voting trust or other similar type of arrangements in respect of outstanding securities of Ram;

(jj) the books of account and other records of Ram, whether of a financial or account nature or otherwise, have been maintained in accordance with prudent business practices;

(kk) Ram has the necessary power and authority to deliver the Rights Offering Circular and all requisite action has been taken by Ram to authorize the delivery by it of the Rights Offering Circular;

(ll) Ram will apply the net proceeds from the issue and sale of the Common Shares upon exercise of the Rights as set forth in the Rights Offering Circular; and

(mm) the attributes and characteristics of the Common Shares will conform in all material respects to the attributes and characteristics thereof described in the Rights Offering Circular.

5.2 **Survival**. All representations and warranties of Ram contained herein or contained in any document delivered pursuant to this Agreement or in connection with the Rights Offering herein contemplated, will survive the completion of the purchase of Standby Shares by the Standby Purchaser and will continue in full force and effect for a period of two years notwithstanding any investigation, inquiry or other steps which may be taken by or on behalf of the Standby Purchaser.

ARTICLE 6
REPRESENTATIONS, WARRANTIES AND COVENANTS OF STANDBY PURCHASER

6.1 **Representations.** The Standby Purchaser represents and warrants and covenants and agrees, acknowledging and confirming that Ram is relying on such representations, warranties, covenants and agreements, that:

(a) It is a limited partnership organized and existing under the laws of the state of Nevada and that it has the power to enter into and perform its obligations under this Agreement.

(b) It acknowledges that the Securities have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), or any state securities laws and the Securities may not be offered or sold in the United States or to a “U.S. Person”, as defined in Regulation S under the U.S. Securities Act, except in compliance with the requirements of an exemption from registration under the U.S. Securities Act and any applicable state securities laws and the Securities offered under the Rights Offering will be offered and sold only:

(i) in the United States to "accredited investors" that meet the requirements set forth in Rule 501(a) of Regulation D under the U.S. Securities Act; and

(ii) outside the United States in compliance with Rule 903 of Regulation S under the U.S. Securities Act and in accordance with applicable laws in the jurisdiction of the purchaser's residence;

(c) It is an “accredited investor” as set forth in Rule 501(a) of Regulation D under the U.S. Securities Act.

(d) It is acquiring the Securities as principal for its own account and for investment purposes, it is acquiring the Securities not for the benefit of any other person and not with a view to the resale or distribution of all or any of the Securities and, in particular, it has no intention to distribute either directly or indirectly any of the Securities in the United States in violation of U.S. Securities Laws and it represents, warrants and agrees as follows:

(i) it (A) is familiar with the business and financial condition and operations of Ram, (B) has received all the information it considers necessary or appropriate for deciding whether to purchase the Securities, and (C) had an opportunity to ask questions and receive answers from Ram regarding the terms and conditions of the Rights Offering;

(ii) it is an investor in securities of companies in the development stage and acknowledges that it is able to fend for itself, can bear the economic risk of its investment and has such knowledge, skill and experience in financial or business matters that it is capable of evaluating the merits and risks of the investment in the Securities and has not been organized solely for the purpose of acquiring the Securities;

(iii) it understands that the Securities (or the securities which may be issued, directly or indirectly, in exchange therefor or in connection therewith), and any securities of Ram which may be issued in exchange therefor or in connection therewith, have not been and will not be registered under the U.S. Securities Act or any state securities laws by reason of specific exemptions under the provisions thereof which depend in part upon the investment intent of the Standby Purchaser and of the other representations made by the Standby Purchaser herein;

(iv) it understands that the Securities (or the securities which may be issued, directly or indirectly, in exchange therefore or in connection therewith), and any securities of Ram which may be issued in exchange therefore or in connection therewith, that are issued to persons in the United States, that are U.S. Persons or that are acting for the account or benefit of U.S. Persons or persons in the United States, are "restricted securities" which may not be reoffered or resold without registration under the U.S. Securities Act except in certain limited circumstances and it is familiar with Rule 144 under the U. S. Securities Act, as presently in effect, and understands the resale limitations imposed thereby and by the U.S. Securities Act;

(v) it is purchasing the Securities hereunder and will not offer, sell or transfer all or any portion of the Securities, or any securities which may be issued, directly or indirectly, in exchange therefor or in connection therewith, except: (A) pursuant to an effective registration statement under the U.S. Securities Act covering the proposed disposition and such disposition is made in accordance with the registration statement; or (B) to Ram; or (C) in compliance with the exemption from registration under the U.S. Securities Act provided by Rule 144 or Rule 144A, if available; or (D) outside the United States in compliance with Rule 903 or 904 of Regulation S under the U.S. Securities Act, if available; or (E) pursuant to another exemption from registration under the U.S. Securities Act, provided Ram shall have received, in a sale under (C) or (E), an opinion of counsel to the holder in form and substance satisfactory to Ram to the effect that registration is not required, and in each case in accordance with any applicable state securities laws;

(vi) it understands and acknowledges that upon the original issuance of the Securities in the United States, and until such time as it is no longer required under applicable requirements of the U.S. Securities Act or applicable state securities laws, all certificates representing the Securities (and any securities which may be issued, directly or indirectly, in exchange therefor or in connection therewith), and all certificates issued in exchange therefor or in substitution thereof, shall bear the following legend:

"THE SECURITIES REPRESENTED HEREBY [AND THE SECURITIES ISSUABLE UPON EXERCISE HEREOF] HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"), OR STATE SECURITIES LAWS. THE HOLDER HEREOF, BY PURCHASING THESE SECURITIES, AGREES FOR THE BENEFIT OF RAM POWER, CORP. (THE "CORPORATION") THAT THESE SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S ("REGULATION S") UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE CANADIAN LOCAL LAWS AND REGULATIONS, (B) IN ACCORDANCE WITH RULE 144 UNDER THE U.S. SECURITIES ACT, IF APPLICABLE, AND IN COMPLIANCE WITH APPLICABLE STATE SECURITIES LAWS, OR (C) IN ANOTHER TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS, PROVIDED THAT IN THE CASE OF TRANSFERS PURSUANT TO (B) OR (C) ABOVE, A LEGAL OPINION SATISFACTORY TO THE CORPORATION MUST FIRST BE PROVIDED. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA."

provided, that if at any time Ram is a "foreign issuer" as defined in Regulation S under the U.S. Securities Act and the Securities (or the securities which may be issued, directly or indirectly, in exchange therefor or in connection therewith) are being sold in compliance with the requirements of Rule 904 of Regulation S under the U.S. Securities Act and in compliance with local laws and regulations, then such legend may be removed by providing a declaration to the registrar and transfer agent for the Securities (and the securities which may be issued, directly or indirectly, in exchange therefor or in connection therewith) to the following effect (or as Ram may prescribe from time to time) together with such other evidence of compliance with Rule 904 as Ram or its registrar and transfer agent may reasonably require, which may include an opinion of counsel:

"The undersigned (a) acknowledges that the sale of the securities of the Corporation to which this declaration relates is being made in reliance on Rule 904 of Regulation S under the United States Securities Act of 1933, as amended (the "U.S. Securities Act ") and (b) certifies that (1) the undersigned is not an "affiliate" of the Corporation as that term is defined in Rule 405 under the U.S. Securities Act , (2) the offer of such securities was not or will not be made to a person in the United States and at the time the buy order was originated, the buyer was outside the United States, or the seller and any person acting on its behalf reasonably believed that the buyer was outside the United States and neither the seller nor any person acting on its behalf knows that the transaction has been prearranged with a buyer in the United States, (3) neither the seller nor any affiliate of the seller nor any person acting on any of their behalf has engaged or will engage in any directed selling efforts in the United States in connection with the offer and sale of such securities, (4) the sale is bona fide and not for the purpose of "washing off" the resale restrictions imposed because the securities are "restricted securities" (as that term is defined in Rule 144(a)(3) under the U.S. Securities Act), (5) the seller does not intend to replace such securities with fungible unrestricted securities and (6) the contemplated sale is not a transaction, or part of a series of transactions, which, although in technical compliance with Regulation S, is part of a plan or scheme to evade the registration provisions of the U.S. Securities Act. Terms used herein have the meanings given to them by Regulation S";

provided further, that, if any of the Securities are being sold pursuant to Rule 144 of the U.S. Securities Act, the legend may be removed by delivery of an opinion of counsel of recognized standing in form and substance satisfactory to Ram, to the effect that the legend is no longer required under applicable requirements of the U.S. Securities Act or state securities laws:

(A) it consents to Ram making a notation on its records or giving instructions to any transfer agent of the Securities in order to implement the restrictions in transfer set forth and described herein; and

(B) it acknowledges that acquiring, holding and disposing of the Securities may have tax consequences under the laws of Canada and the United States and understands and agrees that it is the sole responsibility of the Standby Purchaser to determine the tax consequences applicable to its particular circumstances;

(vii) it understands and acknowledges that Ram: (i) is under no obligation to be or remain a "foreign issuer," as such term is defined in the U.S. Securities Act, generally, and Regulation S under the U.S. Securities Act, specifically, (ii) may not, at the time the Standby Purchaser sells the Securities or at any other time, be a foreign issuer, and (iii) may engage in one or more transactions which could cause Ram not to be a foreign issuer. If Ram is not a foreign issuer at the time of any sale pursuant to Rule 904 of Regulation S, the certificate delivered to the buyer may continue to bear the applicable legend described above;

(viii) it understands that Ram and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements and agrees that if any of the acknowledgements, representations and agreements deemed to have been made by it with respect to its purchase of the Securities are no longer accurate, it shall promptly notify Ram in writing. If it is acquiring the Securities as a fiduciary or agent for one or more investor accounts, it represents that it has sole investment discretion with respect to each such account and it has full power to make the foregoing acknowledgements, representations and agreements on behalf of such account.

(e) The Standby Purchaser has all requisite corporate power and authority to authorize the execution, delivery and entering into of this Agreement and the performance of its obligations hereunder and thereunder.

(f) The execution, delivery and performance by the Standby Purchaser of this Agreement:

(i) has been duly authorized by all necessary action on its part;

(ii) does not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) result in a breach or a violation of, or conflict with, any of the terms or provisions of its constating documents; and

(iii) will not result in the violation of any applicable Law that could materially adversely affect Ram.

(g) This Agreement has been duly executed and delivered by the Standby Purchaser and constitutes a legal, valid and binding obligation of the Standby Purchaser, enforceable against it in accordance with its terms, subject only to: (i) any limitation under applicable Laws relating to bankruptcy, insolvency, arrangement or other laws of general application affecting the enforcement of creditors' rights; and (ii) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.

(h) No consent, approval, order or authorization of, or declaration with, any Governmental Entity is required by or with respect to the Standby Purchaser or any of its Affiliates in connection with the execution and delivery of this Agreement or the consummation of the transactions by the Standby Purchaser contemplated hereby, other than consents, approvals, or authorizations that may be required by any Securities Commissions.

(i) Provided Ram has complied with the provisions of this Agreement required to be complied with on or prior to the Expiry Date, it will exercise (and cause each of its Affiliates to exercise) its Basic Subscription Privilege in full.

(j) It has, and on the Closing Date will have (regardless of the number of Rights that are exercised by the holders of Rights prior to the Expiry Time), the financial ability and sufficient funds to make and complete the payment for all of the Standby Shares that it has committed to purchase pursuant to the Standby Commitment and the availability of such funds is not and will not be subject to the consent, approval or authorization of any other Person. The Standby Purchaser acknowledges and covenants that it will in connection with Section 6.1 of National Instrument 45-101 – *Rights Offerings* deliver to Ram satisfactory evidence of the foregoing for delivery to the Securities Commissions at or prior to the time of filing of the Rights Offering Circular with the Securities Commissions.

(k) Subject to the provisions of this Agreement, it has had access to such information concerning Ram as it has considered necessary to enter into this Agreement and to undertake its obligations hereunder.

(l) It has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in its Standby Purchaser Rights Offering Shares and Standby Shares that it is obliged to purchase pursuant to Section 2.2 (subject to the provisions hereof) and is able to bear the economic risks of such investment.

(m) If required under applicable Laws or Securities Laws or under the rules and policies of the TSX, it will execute, deliver and file and otherwise assist Ram in filing such required reports and such other required documents with respect to the issue of the Rights, Standby Purchaser Rights Offering Shares and Standby Shares provided that Ram acknowledges and agrees that it has not engaged the Standby Purchaser to act as underwriter (as defined under applicable Securities Laws) and the Standby Purchaser will not be required to sign a certificate in the Rights Offering Circular in that capacity or any other capacity.

6.2 **Survival**. All representations and warranties of the Standby Purchaser contained herein or contained in any document delivered pursuant to this Agreement or in connection with the Rights Offering herein contemplated, will survive the completion of the purchase of Securities by the Standby Purchaser and will continue in full force and effect for a period of two years notwithstanding any investigation, inquiry or other steps which may be taken by or on behalf of Ram.

ARTICLE 7
CLOSING AND CONDITIONS

7.1 The closing of the purchase by the Standby Purchaser and sale by Ram of the Standby Shares to be purchased by the Standby Purchaser hereunder will be completed at the Toronto offices of Stikeman Elliott LLP at 8:30 a.m. (Toronto time) (the "**Closing Time**") on the Closing Date or at such other time and/or on such other date and/or at such other place as Ram and the Standby Purchaser may agree upon in writing. On such date, and upon payment being made by the Standby Purchaser in accordance with Section 2.5: (i) definitive certificates representing the number of Common Shares that is equal to the number of Standby Shares to be purchased by the Standby Purchaser hereunder will be delivered to the Standby Purchaser by Ram, such certificates to be registered in the name of the Standby Purchaser or one or more designees of the Standby Purchaser, as applicable; and (ii) the fee set out in Section 2.8 will be paid to the Standby Purchaser.

7.2 The obligation of the Standby Purchaser to complete the closing of the transactions set out in this Agreement is subject to the following conditions being satisfied in full on or prior to the Closing Time:

(a) the TSX will have approved the listing of the Rights and the Standby Shares, subject to the filing of customary documents with the TSX;

(b) the terms of the Rights Offering will not have been changed;

(c) the Other Standby Commitments shall continue to be in full force and effect and shall not have been terminated in accordance with their terms or otherwise, and the Other Standby Purchasers shall concurrently herewith complete their purchase of Standby Shares at the Closing Time;

(d) the Standby Purchaser will have received a legal opinion dated as of the Closing Date from counsel to Ram as to such matters as may be reasonably requested by the Standby Purchaser relating to the Rights Offering, including without limitation, the issue of the Rights and the Offered Shares and their offering and sale as contemplated by the Rights Offering Circular, the valid corporate existence of Ram, the valid creation of the Rights and the Standby Shares being issued as fully paid and non-assessable (who may rely on the opinion of counsel acceptable to them as to matters governed by the laws of jurisdictions other than the Province of Ontario, and who may rely, to the extent appropriate in the circumstances, as to matters of fact, on certificates of officers of Ram); and

(e) as of the Closing Time, there will not be any claims, litigation, investigations or proceedings, including (without limitation) appeals and applications for review, in progress, or to the knowledge of Ram, pending, commenced or threatened, by any Person that have a reasonable likelihood of success in the judgment of the Standby Purchaser or by any Governmental Entity, in respect of the Rights Offering that are material to Ram on a consolidated basis;

(f) Ram will have made and/or obtained all necessary filings, approvals, orders, rulings and consents of all relevant securities regulatory authorities and other Governmental Entities required in connection with the Rights Offering and the purchase of Standby Shares by the Standby Purchaser as contemplated by this Agreement;

(g) the Standby Purchaser will have received a certificate or certificates dated the Closing Date and signed on behalf of Ram by the Chief Executive Officer and the Chief Financial Officer of Ram or such other officers of Ram acceptable to the Standby Purchaser, acting reasonably, addressed to the Standby Purchaser certifying for and on behalf of Ram that:

(i) since the respective dates as of which information is given in the Rights Offering Circular as amended by any Rights Offering Circular Amendment and until the Closing Time there has been no material change (actual, anticipated, contemplated or threatened, whether financial or otherwise) in the business, affairs, operations, assets, liabilities (contingent or otherwise) or capital of Ram and its subsidiaries on a consolidated basis, other than as disclosed in the Rights Offering Circular;

(ii) as of the Closing Time, no order, ruling or determination, having been issued by any Securities Commission or other Governmental Entity, in any such case, having the effect of preventing, restricting or suspending the sale or distribution of the Rights, or suspending or ceasing the trading of the Common Shares or any other securities of Ram (including, without limitation, the Rights) that is continuing in effect and no inquiry, investigation (whether formal or informal) or other proceedings for that purpose having been instituted or are pending or, to the knowledge of such officers, having been contemplated or threatened under any of the Securities Laws or by any Securities Commission or other Governmental Entity;

(iii) Ram has duly complied in all material respects with the terms, conditions and covenants of this Agreement on its part to be complied with up until the Closing Time; and

(iv) the representations and warranties of Ram contained in this Agreement are true and correct in all material respects as of the Closing Time with the same force and effect as if made at and as of the Closing Time after giving effect to the transactions contemplated by this Agreement, except for such representations and warranties which are stated to be qualified as to materiality, in which case such representations and warranties will be true and correct as of the Closing Time,

and all such matters will in fact be true and correct as at the Closing Time.

7.3 Ram agrees that the conditions contained in Section 7.2 will be complied with so far as the same relates to acts to be performed or to be caused to be performed by Ram and that it will use its commercially reasonable efforts to cause such conditions to be complied with.

7.4 Provided that Ram has used its commercially reasonable efforts to comply with (or cause to be complied with) such conditions, the obligation of Ram to complete the closing of the transactions set out in this Agreement is subject to the following conditions being satisfied in full or waived on or prior to the Closing Time:

(a) there will be no inquiry, investigation (whether formal or informal) or other proceeding commenced by a Governmental Entity pursuant to applicable Laws in relation to Ram or any of its subsidiaries or in relation to any of the directors and officers of Ram, any of which suspends or ceases trading (which suspension or cessation of trading is continuing) in the Rights or Common Shares or operates to prevent or restrict the lawful distribution of the Securities (which prevention or restriction is continuing);

(b) there will be no order issued by a Governmental Entity pursuant to applicable Laws and no change of Law, either of which suspends or ceases trading in the Rights or Common Shares (which suspension or cessation of trading is continuing) or operates to prevent or restrict the lawful distribution of the Rights or Common Shares issuable upon the exercise of such Rights (which prevention or restriction is continuing);

(c) the Standby Purchaser has duly complied in all material respects with the terms, conditions and covenants of this Agreement on its part to be complied with up until the Closing Time; and

(d) the representations and warranties of the Standby Purchaser contained in this Agreement were true and correct in all material respects as of the Closing Time with the same force and effect as if made at and as of the Closing Date after giving effect to the transactions contemplated by this Agreement.

ARTICLE 8
CONFIDENTIALITY AND PUBLIC ANNOUNCEMENT

8.1 **Confidentiality**. None of the parties hereto will, without the prior consent of the other parties, disclose the terms of this Agreement, except that such disclosure may be made to any party's officers, directors, partners, advisors and employees who require such information for the purpose of consummating the transactions contemplated by this Agreement or as may otherwise be required by Law or the rules of the TSX.

8.2 Public Announcement. Ram will make a public announcement regarding this Agreement in a form satisfactory to the Standby Purchaser, acting reasonably.

ARTICLE 9
TERMINATION

9.1 Termination by Ram. Ram will be entitled, at any time and in its sole discretion, to elect to terminate this Agreement by giving written notice of such election to the Standby Purchaser, if the Rights Offering is otherwise terminated or cancelled or the closing (as contemplated in Article 7) has not occurred on or before December 31, 2013, provided however that Ram will be entitled to make such election to terminate only if Ram has used commercially reasonable efforts to comply with its obligations under this Agreement which directly or indirectly relate to the relevant termination right which are required to have been performed prior to the time of giving such notice to the Standby Purchaser.

9.2 Termination by the Standby Purchaser. The Standby Purchaser will be entitled by giving written notice to Ram at any time prior to the Expiry Time, to terminate and cancel, without any liability on its part, its obligations under this Agreement, if:

(a) there shall have occurred any change (actual, contemplated or threatened) in the business, operations, assets, affairs, capital or condition (financial or otherwise) of Ram or its Material Subsidiaries which, in the opinion of the Standby Purchaser, would reasonably be expected to have a significant adverse effect on the market price of the Offered Shares or any other securities of Ram;

(b) the Standby Purchaser determines that there exists any fact or circumstance not generally disclosed to the public or disclosed to the Standby Purchaser which, in the opinion of the Standby Purchaser , would reasonably be expected to have a significant adverse effect on the market price of the Offered Shares;

(c) (A) any inquiry, action, suit, investigation (including matters of regulatory transgression or unlawful conduct) or other proceeding (whether formal or informal) is commenced, announced or threatened or any order (including a cease trade order) made by any federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality including, without limitation, the TSX or any securities regulatory authority (other than an inquiry, investigation, proceeding or order based upon the activities of the Standby Purchaser) or any law or regulation is enacted or changed in relation to Ram or any one of its officers or directors which, in the reasonable opinion of the Standby Purchaser, operates to prevent or restrict the trading of the Offered Shares or materially and adversely affects or will materially and adversely affect the market price of the Offered Shares or the Offering; or

(B) if there should develop, occur or come into effect or existence any event, action, state, condition (including, without limitation, an act of terrorism) or major financial occurrence of national or international consequence or any law or regulation which, in the reasonable opinion of the Standby Purchaser, seriously adversely affects, or involves, or will, or could reasonably be expected to, seriously adversely affect, or involve, the financial markets or the business, operations or affairs of Ram (on a consolidated basis);

(d) Ram is in breach of any material term, condition or covenant of this Agreement or any material representation or warranty given by Ram herein is or becomes false in any material respect;

(e) approvals by the board of directors of Ram have not been obtained or Ram has not obtained all necessary approvals of the Securities Commissions or other approvals, consents or registrations where required;

(f) (A) Ram fails to obtain the listing approval from the TSX for the listing of the Rights and the underlying Common Shares, or (B) the Common Shares or the Rights are de-listed or suspended or halted for trading for a period greater than one Business Day for any reason by the TSX at any time prior to the Expiry Date;

(g) the Rights Offering Circular has not been filed in each of the Qualifying Jurisdictions on or before December 1, 2013;

(h) the Rights Offering is otherwise terminated or cancelled or the closing (as contemplated in Article 7) has not occurred on or before December 31, 2013; or

(i) the conditions to closing in favour of the Standby Purchaser referred to in Section 7.2 above have not been satisfied on or before December 31, 2013.

9.3 The Standby Purchaser may exercise any or all of the rights provided for in section 9.2 and the Standby Purchaser shall only be considered to have waived or be estopped from exercising or relying upon any of its rights under or pursuant to section 9.2 if such waiver or estoppel is in writing and specifically waives or estops such exercise or reliance.

9.4 Any termination by the Standby Purchaser or by Ram shall be effected by giving written notice to the other parties to this Agreement at any time prior to the Closing Time. In the event of a proper termination by the Standby Purchaser pursuant to section 9.2(a) or by Ram pursuant to section 9.1, there shall be no further liability on the part of the Standby Purchaser to Ram or of Ram to the Standby Purchaser, except in respect of the payment of such of the expenses referred to in section 12.1 hereof payable by Ram as shall previously have been incurred and any liability of Ram to the Standby Purchaser which may have arisen or may thereafter arise under the Indemnity contained in Article 10.

ARTICLE 10
INDEMNIFICATION

10.1 Ram covenants and agrees to protect, indemnify and hold harmless the Standby Purchaser for and on behalf of itself and for and on behalf of and in trust for each of its directors, officers, shareholder, employees, agents and shareholders from and against any and all losses, claims, damages, liabilities, costs or expenses caused or incurred:

(a) by reason of or in any way arising, directly or indirectly, out of any Misrepresentation or alleged Misrepresentation in the Rights Offering Circular;

(b) by reason of or in any way arising, directly or indirectly, out of any order made or inquiry, investigation or proceeding commenced or threatened by any Securities Commission, or other competent authority in Canada or before or by any Governmental Entity, based upon or relating to any Misrepresentation or alleged Misrepresentation in the Rights Offering Circular, or any other document filed with the Securities Commissions in connection with the Rights Offering or the Rights Offering Circular, or relating to the Rights Offering or other transactions contemplated in this Agreement including, without limitation, any actions taken or statements made by or on behalf of Ram in connection with the Rights Offering or the other transactions contemplated in this Agreement;

(c) the non-compliance or alleged non-compliance by Ram with any requirement of the Securities Laws or any other applicable Laws in connection with the Rights Offering or the other transactions contemplated in this Agreement, including (without limitation) Ram's non-compliance with any statutory requirement to make any document available for inspection;

(d) by reason of, or in any way arising, directly or indirectly, out of any breach or default of or under any representation, warranty, covenant or agreement of Ram contained herein.

10.2 The Standby Purchaser covenants and agrees to protect, indemnify and hold harmless Ram for and on behalf of itself and for and on behalf of and in trust for each of its directors, officers, employees and agents from and against any and all losses, claims, damages, liabilities, costs or expenses caused or incurred by reason of, or in any way arising, directly or indirectly, out of any breach or default of or under any representation, warranty, covenant or agreement of the Standby Purchaser contained herein.

10.3 In the event that any claim, action, suit or proceeding, including, without limitation, any inquiry or investigation (whether formal or informal), is brought or instituted against any of the Persons in respect of which indemnification is or might reasonably be considered to be provided for herein, such Person (an "**Indemnified Party**") will promptly notify the Person from whom indemnification is being sought (the "**Indemnifying Party**") and the Indemnifying Party will promptly retain counsel who will be reasonably satisfactory to the Indemnified Party to represent the Indemnified Party in such claim, action, suit or proceeding, and the Indemnifying Party will pay all of the reasonable fees and disbursements of such counsel relating to such claim, action, suit or proceeding.

10.4 In any such claim, action, suit or proceeding, the Indemnified Party will have the right to retain other counsel to act on his or its behalf, provided that the fees and disbursements of such other counsel will be paid by the Indemnified Party unless:

(a) the Indemnifying Party and the Indemnified Party will have mutually agreed to the retention of such other counsel; or

(b) the named parties to any such claim, action, suit or proceeding (including, without limitation, any added, third or impleaded parties) include both the Indemnifying Party and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them (such as the availability of different defenses).

10.5 Subject to Section 10.4, it is understood and agreed that the Indemnifying Party will not, in connection with any claim, action, suit or proceeding referred to in Section 10.4 commenced in the same jurisdiction, be liable for the reasonable fees and expenses of more than one separate legal firm for all Persons in respect of which indemnification is or might reasonably be considered to be provided for herein and such firm will be designated in writing by the Indemnified Party (on behalf of itself and its directors, officers, employees and agents).

10.6 Notwithstanding anything herein contained, no Indemnified Party will agree to any settlement of any claim, action, suit, proceeding, inquiry or investigation in respect of which indemnification is or might reasonably be considered to be provided for herein, unless the Indemnifying Party has consented in writing thereto, and the Indemnifying Party will not be liable for any settlement of any such claim, action, suit, proceeding, inquiry or investigation unless it has consented in writing thereto.

ARTICLE 11
NOTICE

11.1 **Notice**. Any notice or other communication required or permitted to be given hereunder will be in writing and will be personally delivered or sent by facsimile transmission as set forth below, or to such other address, facsimile number or Person as may be designated by notice.

(a) In the case of Ram:

Ram Power, Corp.
401 Ryland Street
Reno, NV 89502

Attention: Anthony Mitchell
Fax.: (561) 892-6313

With a copy to (not to constitute notice):

Stikeman Elliott LLP
199 Bay Street
Toronto, ON M5L 1B9

Attention: Brian M. Pukier
Fax: (416) 947-0866

(b) In the case of the Standby Purchaser:

Exploration Capital Partners 2000 Limited Partnership
1910 Palomar Point Way, Suite 200
Carlsbad, CA 92008

Attention: Gretchen Carter
Fax : (760) 683-6752

11.2 **Receipt of Notice**. Notice will be deemed to be given on the day of actual delivery or the day of facsimile transmission, as the case may be, or if not a Business Day, on the next Business Day.

ARTICLE 12
GENERAL

12.1 **Expenses**. Ram will be responsible for all expenses related to the Rights Offering, whether or not it is completed, including, without limitation, all fees and disbursements of its legal counsel, fees and disbursements of its accountants and auditors, all fees and disbursements in connection with any dealer manager or dealer managers engaged in connection with the Rights Offering (other than any such fees or disbursements agreed to be paid by such dealer manager or dealer managers), all expenses related to roadshows and marketing activities and any marketing documents or materials (including, without limitation, slide presentations and videos, if any), printing costs, translation fees and filing fees. Ram will also be responsible for all reasonable fees and disbursements of legal counsel to the Standby Purchaser and reasonable out-of-pocket expenses incurred by the Standby Purchaser.

12.2 **Further Assurances**. The parties hereto agree to do all such things and take all such actions as may be necessary or desirable to give full force and effect to the matters contemplated by this Agreement.

12.3 **Assignment**. This Agreement may not be assigned by any party hereto, by operation of law or otherwise, without the prior written consent of the other parties hereto.

12.4 **Enurement**. This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

12.5 **Waiver**. Failure by any party hereto to insist in any one or more instances upon the strict performance of any one of the covenants or rights contained herein will not be construed as a waiver or relinquishment of such covenant or right. No waiver by either party hereto of any such covenant or right will be deemed to have been made unless expressed in writing and signed by the waiving party.

12.6 **Amendments**. No term or provision hereof may be amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of the amendment, discharge or termination is sought.

12.7 **Counterparts and Facsimile**. This Agreement may be executed in several counterparts and by facsimile, each of which when so executed will be deemed to be an original and such counterparts and facsimiles together will constitute one and the same instrument and notwithstanding their date of execution they will be deemed to be dated as of the date hereof. This Agreement will be deemed to have been entered into and to have become effective at the location at which the Standby Purchaser will have signed an original, counterpart or facsimile version thereof, without regard to the place at which Ram will have signed same.

12.8 **Time**. Time will be of the essence of this Agreement.

12.9 **Entire Agreement**. This Agreement and any other agreements and other documents referred to herein and delivered in connection herewith, constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties with respect to the subject matter hereof.

12.10 **Language**. The parties hereby confirm their express wish that this document and all documents and agreements directly or indirectly related thereto be drawn up in English. Les parties reconnaissent qu'à leur demande le présent document ainsi que tous les documents et conventions qui s'y rattachent directement ou indirectement sont rédigés en langue anglaise.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed and delivered by their authorized officers as of the date first written above.

RAM POWER, CORP.

by: "*Anthony Mitchell*" (signed)
Name: Anthony Mitchell
Title: Executive Chairman

EXPLORATION CAPITAL PARTNERS 2000 LIMITED PARTNERSHIP BY ITS GENERAL PARTNER RESOURCE CAPITAL INVESTMENTS CORP.

by: "*Gretchen Carter*" (signed)
Name: Gretchen Carter
Title: Chief Financial Officer

Schedule "A"

U.S. ACCREDITED INVESTOR CERTIFICATE

The undersigned hereby represents and warrants to Ram Power, Corp., CST Trust Company and their respective directors, officers, employees, legal counsel and agents as follows:

Investor Status. The undersigned is an "accredited investor" as defined in Rule 501(a) of Regulation D under the *Securities Act of 1933*, as amended, by virtue of satisfying one or more of the categories indicated below (please initial on the appropriate lines):

______________	Category 1.	A bank, as defined in Section 3(a)(2) of the U.S. Securities Act. whether acting in its individual or fiduciary capacity; or
______________	Category 2.	A savings and loan association or other institution as defined in Section 3(a)(5)(A) of the U.S. Securities Act, whether acting in its individual or fiduciary capacity; or
______________	Category 3.	A broker or dealer registered pursuant to Section 15 of the *Securities Exchange Act of 1934*; or
______________	Category 4.	An insurance company as defined in Section 2(13) of the U.S. Securities Act; or
______________	Category 5.	An investment company registered under the *Investment issuer Act of 1940*; or
______________	Category 6.	A business development company as defined in Section 2(a)(48) of the investment Issuer Act of 1940; or
______________	Category 7.	A small business investment company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the *Small Business Investment Act of 1958*; or
______________	Category 8.	A plan established and maintained by a state, its political subdivision or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, with assets in excess of US$5,000,000; or
______________	Category 9.	An employee benefit plan within the meaning of the *Employee Retirement Income Security Act of 1974* in which the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment advisor, or an employee benefit plan with total assets in excess of US$5,000,000 or, if a self directed plan, the investment decisions are made solely by persons who are accredited investors; or
______________	Category 10.	A private business development company as defined in Section 202(a)(22) of the *Investment Advisors Act of 1940*; or
______________	Category 11.	An organization described in Section 501(c)(3) of the *Internal Revenue Code*, a corporation, a Massachusetts or similar business trust, or a partnership, not formed for the specific purpose of acquiring the Shares, with total assets in excess of US$5,000,000; or
______________	Category 12.	A director, executive officer or general partner of the Issuer; or

______________ Category 13. A natural person whose individual net worth, or joint net worth with that person's spouse, at the time of this purchase exceeds US$1,000,000 (provided that (A) the person's primary residence shall not be included as an asset, (B) indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of the Securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability) or (C) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of the Securities shall be included as a liability); or

______________ Category 14. A natural person who had an individual income in excess of US$200,000 in each year of the two most recent years or joint income with that person's spouse in excess of US$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year; or

______________ Category 15. A trust, with total assets in excess of US$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in SEC Rule 506(b)(2)(ii); or

______________ Category 16. An entity in which each of the equity owners meets the requirements of one of the above categories.

The undersigned understands that the completion of this U.S. Accredited Investor Certificate will constitute an acknowledgement by the undersigned that Ram Power, Corp., CST Trust Company and their respective directors, officers, employees, agents and legal counsel are relying on the foregoing representations and warranties. The undersigned acknowledges that the foregoing representations and warranties are true and accurate as of the date of this U.S. Accredited Investor Certificate and will be true and accurate as of the dates of issuance of any securities to the undersigned (collectively, the "**Issuance Dates**"). If any such representation or warranty shall not be true and accurate prior to the Issuance Date, the undersigned shall give immediate written notice of such fact to the Ram Power, Corp. and CST Trust Company.

Signed: ______________________________

____

Print the name of Shareholder

____

If Shareholder is not an a individual, print name and title of Authorized Signing Officer or Representative