STRICTLY PRIVATE AND CONFIDENTIAL

December 12, 2008

RAMTelecom Inc.
and **R.A. Misener Telecom Corporation**
2141 Thurston Drive
Ottawa, Ontario
K1G 6C9

And to:

Ralph A. Misener

Gilles Desmarais

Raymond R. Charron

Dear Sirs:

Re: Proposed Purchase of Shares of R.A Misener Telecom Corporation

This letter of intent (the "**Letter of Intent**") is further to the discussions to date between RAMTelecom Inc. (the "**Vendor**") and OmniGlobe Networks Inc. and its affiliates (collectively, the "**Purchaser**"). The Purchaser understands that the Vendor is the legal and beneficial owner of all of the issued and outstanding shares in the capital of R.A. Misener Telecom Corporation (the "**Corporation**"). The Purchaser further understands that Ralph A. Misener, Raymond R. Charron, Robert J. Iverach, Barry A. Baptie, Michael J. Hibberd, Robert L. Ardiel and Gilles Desmarais are the officers and directors of the Vendor and the Corporation (collectively, the "**Officers and Directors**"). The provisions of this Letter of Intent will confirm the present interest of the parties with respect to the proposed purchase by the Purchaser, or its designated nominee, from the Vendor of all the issued and outstanding shares in the capital of the Corporation, including shares to be issued pursuant to the conversion of all indebtedness of the Corporation to the Vendor (collectively, the "**Shares**") on the Closing Date (as defined in section 7 below), all on the terms and conditions set forth below (the "**Proposed Transaction**").

The purpose of this Letter of Intent is to describe in broad terms the basis upon which the Vendor and the Purchaser are prepared to complete the Proposed Transaction by setting forth certain non-binding understandings (the provisions of Part I, collectively the "**Non-Binding**

Provisions") and certain binding agreements (the provisions of Part II, collectively the "**Binding Provisions**") among the Vendor and the Purchaser.

PART I – NON-BINDING PROVISIONS

The Non-Binding Provisions of this Letter of Intent are intended only to outline the principal terms and conditions upon which the parties will attempt to negotiate the Proposed Transaction and do not create or constitute any legally binding obligations between the parties, nor impose any liability on any party to another.

1. Definitive Agreement

The precise terms of the agreements between the parties relating to the Proposed Transaction will be contained in a definitive share purchase agreement to be prepared by the parties' respective counsel (the "**Definitive Agreement**"). The Purchaser and its counsel shall be responsible for preparing the initial draft of the Definitive Agreement.

2. Acquisition of Shares

The Purchaser will purchase from the Vendor all of the Shares.

3. Purchase Price

The total consideration for the Shares will be $2.65 million (the "**Purchase Price**"), subject to (i) an upwards or downwards adjustment on a dollar-for-dollar basis equal to the amount by which the net working capital on the Closing Date exceeds or is less than $160,000 and (ii) a downwards adjustment equal to the amount by which the tax loss carry forwards to which the Corporation is entitled on the Closing Date and after giving effect to the purchase of the Shares by the Purchaser, are less than $1,670,441 multiplied by **[percentage redacted]** (this adjustment referred to as the "**Tax Adjustment**"). For greater certainty, the parties hereto acknowledge and agree that at Closing the Corporation shall have no debt (including, without limitation, any tax liabilities) other than normal, current trade payables and accrued liabilities incurred in the ordinary course of business which are not yet payable. Any cancellation, payment or conversion of any debt outstanding at any time prior to the Closing Date shall have been effected in a manner which does not result in (or minimizes the amount of) any downward Tax Adjustment.

Any adjustments of an accounting nature will be determined by the parties in accordance with Canadian generally accepted accounting principles to the extent applicable thereto.

The Vendor will provide to the Purchaser, as soon as they are available, all financial statements relating to the Corporation.

The Purchase Price will be paid as follows:

(a) a sum representing Eighty percent (80%) of the Purchase Price will be paid to the Vendor, on the Closing Date, by means of a certified cheque or wire transfer; and

(b) the balance of sale, being the sum representing Twenty percent (20%) of the Purchase Price (the "**Balance of Sale**"), will serve as hold-back to guarantee the accuracy of the Vendor's and Corporation's representations and warranties, and will be payable on the later of the 120th day following the Closing Date or the 90th day following the filing of the Vendor's annual audited consolidated financial statements on SEDAR (the "**Final Payment Date**").

On the Closing Date the Purchaser will deliver to the Vendor a letter of credit from a Canadian chartered bank acceptable to the Vendor acting reasonably permitting the Vendor to draw an amount equal to the Balance of Sale on the Final Payment Date, subject to terms and conditions customary for transactions of this kind.

4. <u>Consultants/Employees</u>

Prior to or on the Closing Date: (i) Ralph A. Misener shall have entered into a technical services consulting agreement with the Corporation with a minimum term of four years, on terms and conditions satisfactory to the Purchaser, the Corporation and Ralph A. Misener, respectively, each acting reasonably; (ii) Gilles Desmarais shall have entered into a revised service agreement with the Corporation, on terms and conditions satisfactory to the Purchaser, the Corporation and Gilles Desmarais, respectively, each acting reasonably; and (iii) Raymond R. Charron shall have accepted a termination of his service contract with the Corporation, on terms and conditions satisfactory to the Purchaser, the Corporation and Raymond R. Charron, respectively, each acting reasonably. The agreement referred to in clause (i) hereof shall include non-competition/non-solicitation provisions with respect to the period ending on the later of (a) four years from the Closing Date and (b) two years after the termination of Mr. Misener's relationship with the Corporation or the Purchaser, and any payments due to Mr. Charron after the Closing Date pursuant to the agreement referred to in clause (iii) shall not be taken into account in determining the working capital of the Corporation on the Closing Date.

5. <u>Non-Competition/Non-Solicitation</u>

The Definitive Agreement will contain as a condition of closing a requirement that each of the Officers and Directors (other than Mr. Misener) enter into a two year non-competition/non-solicitation agreement (each a "**Non-Competition Agreement**") pursuant to which each of the Officers and Directors (other than Mr. Misener) will agree that, for a period of two years after the termination of their relationship with the Corporation or the Purchaser, such party will not, directly or indirectly:

(a) be engaged in any business or undertaking which is competitive with the Business of the Corporation or the Business of the Purchaser in North America, the member states of the League of Arab States, Iran or Israel;

(b) solicit any employees of the Corporation or the Purchaser for employment by such party or by any undertaking with which such party is associated; or

(c) solicit the customers/clients of the Corporation or the Purchaser in any respect which is competitive with the Business of the Corporation or the Business of the Purchaser.

For the purposes hereof: (i) "**Business of the Corporation**" shall mean the provision of C-band uplinking, fixed broadband internet communications including VoIP, and satellite-based mobile communications services to oil and gas and mining organisations and to the Canadian Federal Government; (ii) "**Business of the Purchaser**" shall mean the provision of rural and remote broadband internet, VoIP and cellular communications services via satellite, microwave and wireless links, as well as satellite systems integration services comprised of design, build, install, maintenance and training; and (iii) the Non-Competition Agreement will not preclude any of the Officers and Directors from being holders of 20% or less of the shares of any reporting issuer or other public company or from acting as a director of any body corporate (public or private) provided that:

(a) such Officer or Director does not disclose the names or other contact information of any customers, clients or employees of the Corporation to such body corporate;

(b) such Officer or Director does not in any way solicit (or assist such body corporate in soliciting) any employees of the Corporation or the Purchaser for employment by such body corporate or by any undertaking with which such party is associated; and

(c) such Officer or Director does not in any way solicit (or assist such body corporate in soliciting) any customers/clients of the Corporation on behalf of such body corporate in any respect which is competitive with the Business of the Corporation or the Business of the Purchaser.

6. <u>Support Agreements</u>

Concurrently with the execution of the Letter of Intent, each of the Officers and Directors shall execute support agreements pursuant to which they shall agree to vote in favor of and to otherwise support the Proposed Transaction on the terms set forth in the Definitive Agreement and to forego any transfer of the Shares except pursuant to or as contemplated by the Definitive Agreement. The support agreements will include customary representations and warranties satisfactory to the Purchaser and the Officers and Directors, each acting reasonably. The Vendor shall use all commercially reasonable efforts to cause Mr. Michael F. Hale to execute a support agreement similar in form and substance to the one contemplated hereby.

7. <u>Closing and Conditions of Closing</u>

The parties intend that the closing of the Proposed Transaction will occur on or before the later of February 28, 2009 and the 35th day after the execution of the Definitive Agreement (the "**Closing Date**"). The closing of the Proposed Transaction is subject to the usual conditions of closing in favour of the Purchaser, all of which will be included in the Definitive Agreement, including, without limitation, the following:

(a) all requisite governmental and regulatory approvals of, exemptions from and consents to the Proposed Transaction shall have been obtained and all waiting periods prescribed by law shall have expired;

(b) all requisite approvals of the Vendor's shareholders shall have been obtained (it being understood that the respective boards of directors of the Purchaser and the Vendor shall have provided all necessary approvals of the Definitive Agreement prior to the Definitive Agreement becoming effective);

(c) the Vendor shall have obtained all consents and approvals to the change of control of the Corporation under any contracts, licenses and other instruments which the Purchaser considers material to the business of the Corporation;

(d) the Shares shall be free and clear of all encumbrances;

(e) the balance sheet of the Corporation, updated as at the Closing Date, shall show positive net working capital, having due regard to Canadian generally accepted accounting principles covering, among other things, normal allowances for doubtful accounts, old inventory and accruals for vacation pay, etc.;

(f) the Corporation shall not have any debt except for normal, current trade payables and no other amounts shall be owing to any lenders of any nature, including, without limitation, the Vendor;

(g) the Corporation shall have fixed assets valued, at net book value, in the minimum amount of $500,000 as at September 30, 2008, less normal depreciation at the Corporation's current rates, and there shall have been no material change in the value of fixed assets compared with the value stated in the financial statements for the period ended September 30, 2008 from the date of acceptance of this Letter of Intent to the Closing Date;

(h) there shall have been no material adverse change to the business of the Vendor or the Corporation since the date of the last financial statements and the business of the Corporation shall have been carried on in the ordinary course from the date of acceptance of this Letter of Intent to the Closing Date, allowing however for those actions reasonably necessary to convert any indebtedness of the Corporation to the Vendor into Shares;

(i) the execution and delivery of the employment/consulting agreements and non-competition/non-solicitation agreements described in sections 4 and 5;

(j) Raymond R. Charron shall have agreed to the termination of the service contract referred to in section 4 above on terms satisfactory to the Purchaser, acting reasonably;

(k) the execution and delivery of the support agreements described in section 6 above;

(l) the Purchaser shall be satisfied that all rights, title and interest in and to all intellectual property used in connection with the business of the Corporation which may be held by the Vendor or any of its associates or affiliates as at the date of this Letter of Intent, including, without limitation, the tradename "RAMTelecom", has been effectively and completely transferred and assigned to the Corporation on or before the Closing Date and, on the Closing Date, the Vendor will change its name to a name which is not confusing with the name of the Corporation and does not imply an ongoing association with the Corporation;

(m) customary legal opinions, closing certificates and other usual closing documentation shall have been delivered; and

(n) evidence satisfactory to the Purchaser, acting reasonably, shall have been provided to the Purchaser that the tax loss carry forwards to which the Corporation is entitled as at the Closing Date and after giving effect to the purchase of the Shares are not less than $1.65 million.

8. Representations and Warranties

The Definitive Agreement shall include representations and warranties of the Vendor, the Corporation and each of Messrs. Misener, Desmarais and Charron of a nature and type appropriate for transactions similar to the Proposed Transaction. Notwithstanding the generality of the foregoing, the Vendor, the Corporation and each of Messrs. Misener, Desmarais and Charron shall represent and warrant to the Purchaser that any cancellation, payment or conversion of any debt outstanding as at the end of the Corporation's last fiscal year shall have been effected without any adverse tax impact on the Corporation except as reflected in the Tax Adjustment as determined at Closing, and a claim for breach of this representation and warranty may be made from the first dollar of loss attributable thereto, calculated in the same manner as, and without duplication of liability for, the Tax Adjustment.

The representations and warranties given or made by Messrs. Misener, Desmarais and Charron shall be limited to matters relating to the Corporation and may be qualified as to knowledge after due inquiry

9. <u>Indemnities</u>

The Definitive Agreement shall include standard indemnities by the Vendor and the Corporation, jointly and severally, in favour of the Purchaser. The Definitive Agreement shall also include standard indemnities by Messrs. Misener, Desmarais and Charron, jointly and severally, in favour of the Purchaser in respect of the representations and warranties given therein by Messrs. Misener, Desmarais and Charron.

PART II – BINDING PROVISIONS

In recognition of the significant costs to be borne by each of the parties in pursuing the Proposed Transaction and further in consideration of their respective undertakings as to the matters described herein, the Binding Provisions shall be legally binding upon execution of this Letter of Intent. Sections 10 through 13 of the Binding Provisions survive in the event that this Letter of Intent is terminated (the "**Surviving Binding Provisions**"). Sections 14 through 19 of the Binding Provisions terminate upon termination of this Letter of Intent (the "**Non-Surviving Binding Provisions**").

PART II(a) – SURVIVING BINDING PROVISIONS

10. <u>Confidentiality</u>

Except as and to the extent required by law, the Purchaser shall not disclose or use, and it shall cause its officers, directors, employees, agents, professional advisors and other representatives not to disclose or use, any Confidential Information (as defined below) with respect to the Corporation, except for its use in connection with its evaluation of the Proposed Transaction. The Purchaser acknowledges the competitive value and sensitive nature of the Confidential Information, the disclosure of which to any entity or individual or to the general public would be highly detrimental to the best interests of the Corporation and the Vendor. The Purchaser shall limit the use of and access to the Confidential Information to its *bona fide* officers, directors, employees, agents and professional advisors whose use or access is necessary in connection with the Proposed Transaction. The Purchaser shall be responsible for any use or disclosure of the Confidential Information by any of its officers, directors, employees, agents, professional advisors or other representatives.

For purposes of this Letter of Intent, "**Confidential Information**" means any information about the Corporation or the Vendor communicated to the Purchaser by the Corporation or the Vendor or any of their respective officers, directors, employees, agents or other representatives (including any of the Officers and Directors), whether communicated in written form, verbally, visually, technically or pursuant to any other media, including but not limited to selling memorandums, business plans, marketing plans, financial statements or projections or information, product or service outlines, procedures, customer lists, supplier lists, employee and independent contractor information, third party confidential information and research materials, and all copies and reproductions thereof. The term "Confidential Information" shall be deemed not to include information which: (i) is generally available to or known by the public other than as a result of improper disclosure by the Purchaser or any of its representatives or (ii) is obtained by the Purchaser from a source other than the Corporation or the Vendor or any of their respective officers, directors, employees, agents or other representatives (including any of the Officers and Directors), provided that such source was not bound by a duty of confidentiality to the Corporation or the Vendor.

If the Binding Provisions are terminated pursuant to section 19 below, the Purchaser shall promptly return to the Corporation or the Vendor, as applicable, any Confidential Information in its possession.

11. Disclosure/Public Announcements

None of the Vendor, the Corporation or the Purchaser will make any public announcement concerning the Proposed Transaction or related negotiations without the other parties' prior written approval, except as may be required by law. Where such an announcement is required by law, the party required to make the announcement will inform the other parties of the contents of the announcement proposed to be made and will use its reasonable efforts to obtain the other parties' approval of the making and content of the announcement, which approval may not be unreasonably withheld or delayed.

12. Non-Solicitation of Employees and Customers

In the event that a Definitive Agreement is not entered into for any reason, the Vendor, the Corporation, Messrs. Misener, Desmarais and Charron and the Purchaser agree not to, directly or indirectly, solicit employees or customers of the other party for employment, services or business for a period of one year from the date of termination of this Letter of Intent.

13. Responsibility for Fees and Costs

Except as provided herein, the Vendor and the Purchaser shall each be responsible for their own internal costs and legal, accounting and other professional fees incurred in connection herewith, the negotiation, preparation and execution of the Definitive Agreement, or otherwise relating to the Proposed Transaction. Any stock exchange filing fees or costs required in connection with any required approval required as a result of the listing of the Vendor's shares on the TSX Venture Exchange shall be paid by the Vendor. Notwithstanding the foregoing, (i) the Purchaser shall be allowed to claim from the Vendor all of its costs reasonably incurred in connection with the Proposed Transaction in the event that this Letter of Intent or the Definitive Agreement is terminated by the Purchaser pursuant to either of sections 19(f) or 19(g) or the corresponding provisions of the Definitive Agreement, and (ii) the Vendor shall be allowed to claim from the Purchaser all of its costs reasonably incurred in connection with the Proposed Transaction in the event that this Letter of Intent or the Definitive Agreement is terminated by the Purchaser other than as permitted pursuant to this Letter of Intent or the Definitive Agreement, as applicable.

PART II(b) – NON-SURVIVING BINDING PROVISIONS

14. Good Faith Obligation

Subject to the right of the Purchaser to decide not to enter into the Proposed Transaction as a result of its dissatisfaction with its due diligence investigations or its inability to secure sufficient capital, on terms satisfactory to the Purchaser, to pay the purchase price of the Shares, the parties shall negotiate in good faith to arrive at a mutually acceptable Definitive Agreement for authorization, execution and delivery on the earliest reasonably practicable date.

15. Due Diligence

Unless and until this Letter of Intent is terminated pursuant to section 19, the Purchaser and its duly authorized representatives shall be entitled to make such investigations of the financial position of the Corporation and of its business, properties and assets, the Shares and the Corporation's share capital and such other matters relating to the Proposed Transaction as the Purchaser deems advisable so as to satisfy itself as to the financial position, future profitability, property, assets of, and other matters affecting the Corporation.

16. Access

Upon acceptance of this Letter of Intent and up until the Closing Date or the termination of this Letter of Intent pursuant to section 19, the Vendor and the Corporation will (i) provide, and will cause the management of the Corporation to provide, the Purchaser and its agents, employees, representatives, consultants and advisors with access to, and will make available to them for inspection and review, all books of account, audit work, papers, business and financial records, leases, agreements and other documents of or relating to the Corporation, and (ii) will make available their respective officers, auditors, counsel and other representatives for consultation and verification of any information so obtained. This information will be treated as "Confidential Information". The Vendor and the Corporation also agree to give, and to cause the management of the Corporation to give, the Purchaser access to the premises from which the Corporation's business is carried on for the purpose of inspection and verification of the physical plant and facilities of the Corporation.

Until the Closing Date or the termination of this Letter of Intent pursuant to section 19, the Vendor and the Corporation, as applicable, further agree to provide the Purchaser with a written weekly summary containing: (i) financial trading data; (ii) any customer or contract wins or losses; (iii) resignations of employees, consultants, suppliers or service providers; and (iv) such other information that may reasonably be considered material to the Corporation. Any such summary will also be treated as "Confidential Information".

17. No Negotiations with Other Parties

The Vendor and the Corporation acknowledge that the Purchaser will be incurring substantial costs, directly and indirectly, in evaluating and investigating the Proposed

Transaction and in consideration of the Purchaser doing so and its execution of this Letter of Intent, the Vendor and the Corporation agree from the date hereof until the termination of this Letter of Intent, not to enter into or continue negotiations or discussions with any third party, in respect of the sale of the Shares, any part thereof, or any part of the business of the Corporation or the Vendor, in any manner whatsoever or in respect of any proposed amalgamation, merger or combination of the business of the Corporation or the Vendor and the business of any person or in any manner which would be inconsistent with the matters contemplated by this Letter of Intent (collectively, a "**Prohibited Transaction**"). In addition, the Vendor and the Corporation agree that no third party will be given access to any of the Corporation's premises or to any information relating to the Corporation (including to any Confidential Information) for the purpose of enabling that third party to make a determination as to whether to enter into or propose a Prohibited Transaction unless and until this Letter of Intent has been terminated. The Vendor will cause the Corporation to observe the obligations in this section 17.

Notwithstanding the foregoing, the Vendor may furnish information to any person or consider, negotiate, approve, recommend to shareholders or enter into an agreement in respect of any inquiry or proposal that constitutes or could reasonably lead to, a proposal or offer for a transaction, consolidation, business combination, sale of substantial assets, sale of common shares or similar transaction (a "**Proposal**") made by a third party after the date hereof, and that was not solicited after such date by or on behalf of the Vendor, if the Board of Directors of the Vendor has determined, in good faith (after determining that it is required to take such action in order to discharge properly its fiduciary duties), that such written Proposal, if consummated in accordance with its terms, is likely to result in a transaction which is more favourable to its shareholders than the Proposed Transaction (any such offer or proposal, a "**Superior Proposal**"). Immediately upon receipt of a Proposal, the Vendor shall send a copy of same to the Purchaser. Upon determination by the Board of Directors of the Vendor that a Proposal is a Superior Proposal as compared to the Proposed Transaction contemplated hereby that the Vendor wishes to accept, the Vendor shall forthwith notify the Purchaser of its intention to accept such Superior Proposal, at which time the Purchaser shall have five (5) business days to match said proposal or to notify the Vendor that it is terminating its obligation hereunder pursuant to section 19(g).

18. Conduct of Business

Until the Definitive Agreement has been duly executed and delivered by all of the parties or the Letter of Intent has been terminated pursuant to section 19, the Vendor and the Corporation will instruct and cause the management of the Corporation to conduct the business of the Corporation only in the ordinary course, and not engage in any extraordinary transactions without the Purchaser's prior written consent, except those actions reasonably necessary to convert any indebtedness of the Corporation to the Vendor into Shares. Furthermore, the Corporation shall not declare any dividends or other distributions on the Shares, make any capital expenditures or incur any additional liabilities without the Purchaser's prior written consent.

19. <u>Termination</u>

This Letter of Intent may be terminated:

(a) by mutual written consent of all parties;

(b) by written notice from the Purchaser to the Vendor, if the Purchaser, acting reasonably, is not satisfied with the results of its due diligence investigation of the business, operations and affairs of the Corporation, which notice must be received by the Vendor no later than the earlier of: (i) 90 days from the date hereof and (ii) the execution of a Definitive Agreement;

(c) by written notice from the Vendor to the Purchaser, if the parties have not entered into a Definitive Agreement within 90 days of the effective date hereof;

(d) by either party if a court of competent jurisdiction or governmental entity shall have issued a non-appealable final order, decree or ruling having the effect of permanently restraining, enjoining or otherwise prohibiting the Proposed Transaction;

(e) by either party if, at a meeting of the Vendor's shareholders the required approval of such shareholders is not obtained;

(f) by the Purchaser, if the Vendor's Board of Directors (or any special committee thereof) has withdrawn or modified its recommendation of the Proposed Transaction, or failed to include its recommendation in favour of the Proposed Transaction in the Vendor's management proxy circular or other similar document, or approved or recommended any Proposal, or failed to reject a competing offer to acquire the Corporation; or

(g) by the Purchaser, if the Vendor accepts, recommends, approves or enters into an agreement to implement a Superior Proposal;

provided however, that the termination of this Letter of Intent shall not affect the liability of any party for breach of any of the Binding Provisions prior to the termination, nor the survival of the Surviving Binding Provisions. Upon termination of this Letter of Intent, the parties shall have no further obligations under this Letter of Intent, except with respect to the Surviving Binding Provisions which shall survive in full force and effect, unamended.

PART III - INTERPRETATION

20. General

20.1 Waiver. No party will be deemed to have waived the exercise of any right that it holds under this Letter of Intent unless such waiver is made in writing. No waiver made with respect to any instance involving the exercise of any such right will be deemed to be a waiver with respect to any other instance involving the exercise of the right or with respect to any other such right.

20.2 Counterparts. This Letter of Intent may be executed in any number of counterparts, and all such counterparts taken together shall be deemed to constitute one and the same instrument. Any party delivering an executed counterpart by facsimile shall also deliver a manually executed counterpart of this Letter of Intent.

20.3 Time. Time is of the essence hereof.

20.4 Severability. If any provision of this Letter of Intent or the application of such provision to any party or person or circumstance shall be held illegal, invalid, or unenforceable, the remainder of this Letter of Intent, or the application of such provision to a party or person or circumstance other than those as to which it is held illegal, invalid, or unenforceable shall not be affected thereby. Each provision of this Letter of Intent is intended to be severable, and if any provision is illegal, invalid or unenforceable in any jurisdiction, this will not affect the legality, validity or enforceability of such provision in any other jurisdiction or the validity of the remainder of this Letter of Intent.

20.5 Governing Law. This Letter of Intent will be interpreted and enforced in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein.

20.6 Language. The parties hereto declare that each of them has required this Letter of Intent to be in the English language and each of them does hereby consent to any documentation, notices or legal proceedings provided for herein, issued hereunder, or relating directly or indirectly hereto, being in the English language. Chaque partie déclare par les présentes avoir demandé que la présente lettre d'intention soit rédigée en anglais et chaque partie consent par les présentes à ce que tout document, procédure légale ou avis prévu ou découlant des présentes ou s'y rapportant directement ou indirectement soit rédigé en anglais seulement.

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To confirm the foregoing, please sign the enclosed duplicate copy of this Letter of Intent where indicated below and return the same to the Purchaser prior to 5:00 p.m. on December 16, 2008, failing which, the proposal set forth herein expires automatically at such time.

Yours very truly,

OMNIGLOBE NETWORKS INC.

(signed) ______________________________
Name: Julian Costley
Title: Chairman

* * * * *

This Letter of Intent reflects accurately the parties' understanding and agreement with respect to the matters set out above.

Confirmed this 13th day of December 2008.

RAMTELECOM INC.

(signed) ______________________________
Name: Ralph Misener
Title: President and CEO

R.A. MISENER TELECOM CORPORATION

(signed) ______________________________
Name: Ralph Misener
Title: CEO

(signed) ______________________________
Ralph A. Misener

(signed) ______________________________
Raymond R. Charron

(signed) ______________________________
Gilles Desmarais

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