

GT GROUP TELECOM SERVICES CORP. ("Tenant") offers to lease space ("Premises") from FIRST REAL PROPERTIES LTD ("Landlord") and the Landlord agrees to lease the Premises on the following terms and conditions:

1. Address where Premises are located: Avalaine Tower ("Building"). as legally described on Schedule "A". 540 - 5 Ave SW
Calgary, AB.
2. Premises: described in Schedule "B".
3. Term: 5 years.
4. Commencement Date: March 01/00 or the first of the month after the date installation commences whichever is sooner.
5. Options to Extend: 1 (ONE) x 5 (FIVE) years at market rent for similar premises, uses and buildings in the vicinity of the Building at the time of extension as agreed by the parties, failing which to be determined by arbitration in accordance with such legislation in the province in which the Premises are located. To exercise an option to extend, Tenant shall provide 60 days' notice to Landlord prior to end of the relevant Term.
6. Rent: \$ 1820.00 plus GST per year payable annually in advance. Landlord's GST number is . Tenant will pay its own business taxes and any increase in realty taxes assessed against Landlord by reason of the installation of the Equipment or its use of the Premises.
7. Use of Premises and Utilities: to install, maintain and supplement Tenant's equipment, cable, apparatus and ancillary attachments ("Equipment") for the telecommunication of signals to and from customers located in the Building and as support or back-up for Tenant's ring technology in the event of an interruption in service. Tenant may connect to all necessary utilities, trunk lines, customers' equipment and Landlord's electrical grounding system and will have access to required conduit, risers, closets and meter rooms.
8. Electricity: Tenant will pay for its own electrical consumption annually in arrears. Tenant warrants that it's annual consumption will not exceed \$ 300.00 per annum and will provide consumption data to Landlord each year. Such payment by Tenant shall be subject to escalation as reasonably determined by Landlord.
9. Final Lease: Landlord and Tenant will execute a detailed lease incorporating the terms of this offer to lease, ^{in the Landlord's form} in a form to be negotiated by the parties acting reasonably. Tenant may access the Premises to plan its installation of the Equipment pending execution of the lease but will not start construction until the lease is signed or the Landlord's consent is given.

DATE: 03 FEB 00DATE: JAN 24 '00

GT Group Telecom Services Corp.

Landlord

Per:
Name:
Title: VP, NATIONAL FACILITIES

Per:
Name:
Title: Sr. Vice President

I/We have the authority to bind the Corporation.

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