

EXHIBIT "1" - BUILDING SCHEDULE
For the Oxford Tower - 10235 101 Street, Edmonton, Alberta (the "Building")

This Schedule is dated the 1st day of January, 2000 and is entered into

B E T W E E N:

THE EDMONTON CENTRE LIMITED

(the "Licensor")

- and -

GT GROUP TELECOM SERVICES CORP.

(the "Licensee")

WHEREAS:

Oxford Development Group Inc. ("ODGI") together with the Licensee executed the Telecommunications Master License Agreement (the "Agreement") dated the 1st day of **January, 2000**, and Section 3.01 of the Agreement states that in executing the Agreement ODGI did so without liability on its part, as agent for and on behalf of the owner or owners of each building that is not owned by ODGI.

The Licensor is the Owner of the Building described below in paragraph 1 and if more than one entity signs this building schedule as "Licensor" the word "Licensor" will be construed as referring to each of them severally.

The Licensor and the Licensee in executing this Building Schedule do so with the intent that the provisions of the Agreement will bind them as though they had executed the Agreement in relation to the Building except that the provisions of the Agreement will be amended, to the extent they apply to the Building, by the provisions set out in this Building Schedule "BS-1" attached to and forming part of this Building Schedule.

1. Licensor's Premises - The Licensor's Premises, for the purposes of this Building Schedule, are comprised of the Lands described on Exhibit "BS-2", upon which the Building, being the office building municipally known as the Building, **Oxford Tower**, being the office building municipally known as **10235 - 101 Street, Edmonton, Alberta**, is situated and, in which the Licensed Area is situated.
2. The Licensed Area is comprised of: the Entrance Duct, the Riser, and the POP Room, identified or depicted on Exhibits "BS-3", "BS-4" and "BS-5" respectively.
3. The Demarcation Point is depicted on Exhibit "BS-6".

4. **The Exclusive Use Area is the part or parts, if any, of the Licensed Area designated as "Exclusive Use Area" on Exhibit "BS-7".**
5. **The Term is the period of five years, zero months and zero days, commencing on the 1st day of January 2000 (the "Commencement Date") and ending on the 31st day of December 2004.**
6. **Renewal Options - The Licensee will be entitled, subject to the Agreement to renew the Term for two renewal periods of five years each, on the terms and conditions set out in the Agreement.**
7. **The Annual Basic Fees are as follows:**

(a)	Entrance Conduit –	N/A;
(b)	POP Room –	
	(i) January 1, 2000 to December 31, 2000	\$4,798.70, plus GST
	(ii) January 1, 2001 to December 31, 2001	\$4,798.70, plus GST
	(iii) January 1, 2002 to December 31, 2004	rate to be determined in accordance with s. 4.01 of the Agreement
	(iv) Renewal Terms (if applicable)	rate to be determined in accordance with s. 2.03 of the Agreement
(c)	Riser –	N/A
(d)	Power Consumption Fee -	N/A - power is metered.

8. The Licensor and the Licensee have duly executed this Building Schedule.

THE EDMONTON CENTRE LIMITED
(Licensor)

By: _____
Name: John W. Smith c/s
Title: Senior Vice President & General Counsel

And: _____
Name: _____
Title: LEGAL COUNSEL & SENIOR

GT GROUP TELECOM SERVICES CORP.
(Licensee)

By: _____
Name: _____ c/s
Title: Senior Vice President & General Counsel

By: _____
Name: _____
Title: _____

REVIEWED FOR
FORM AND
CONTENT
LEGAL
DLG/MS
OPERATIONS
[Signature]

**EXHIBIT "BS-1" attached to and forming part of the Building
Schedule for the Building known as Oxford Tower located at 10235 - 101 Street, Edmonton,
Alberta signed by**

THE EDMONTON CENTRE LIMITED

(the "Licensor")

- and -

GT GROUP TELECOM SERVICES CORP.

(the "Licensee")

The following Sections of the Telecommunications Master License Agreement dated January 1, 2000 are amended as they apply to the Building:

<u>Section No.</u>	<u>Amendment</u>
2.03	Replace "does" with "is" in the first line. Replace "twelve (12) months" with "six (6) months" and "fifteen (15) months" with "twelve (12) months" in the fourth line.
5.06	Add: "If the Licensor assumes responsibility and control of Cabling, the Licensor will not interfere with the operation of the Licensee's service to the Building".
6.02	Delete "or the services" in the first line.
6.03	Insert "acting reasonably" after "The Licensor shall have the absolute discretion" in the second sentence.
7.01(d)(x)	Replace the phrase in brackets with: "(the Licensee represents and warrants that it is the sole owner of all In-building Wire that forms part of the Lessee's Equipment, and all Cabling installed by it in each Customer's premises (except if the Customer owns the Cabling) and is the sole owner or sole lessee of all of the rest of the Licensee's Equipment)."

- 7.01(e) Replace the last sentence of the first paragraph with:
- “This release extends to negligent, but not grossly negligent acts or omissions, or willful acts of any Releasee.”
- 7.01(f)(ii) Delete “named” before “insureds” in the second line.
- 12.04 Add at the end:
- “to the extent the assignee agrees to be bound by the terms of this Agreement”.

EXHIBIT "BS-2"

**LEGAL DESCRIPTION OF LANDS KNOWN AS THE
OXFORD TOWER LOCATED AT 10235 - 101 STREET, EDMONTON, ALBERTA**

PLAN EDMONTON 8822518

LOT SEVENTY-NINE-B (79B)

ALSO EXCEPTING THEREOUT:

PART, AS SHOWN ON STRATA PLAN 8822519

PART, AS SHOWN ON STRATA PLAN 8822520

EXCEPTING THEREOUT ALL MINES AND MINERALS

EXHIBIT "BS - 4" RISER

There is no exhibit "BS - 4". Installation of "Riser" is not approved at this time. The Licensor and the Licensee agree that the installation of "Riser" and/or "Cabling" if, as and when required shall be done separately in accordance with the procedures set forth in the Telecommunications Master License Agreement Schedule "B" - Application for Installation or Amendment (the "Application"). Such Application to be submitted by the Licensee directly to the designated representative of the Licensor of the "Building".

For Group Telecom at Oxford Grove Edmonton on March 3, 2001

**Amending Agreement for
EXHIBIT "1" – BUILDING SCHEDULE
Oxford Tower, 10235, 101st Street N.W., Edmonton, Alberta
(the "Building")**

This Amending Agreement dated the 1st day of June, 2003, is entered into

B E T W E E N:

OXFORD PROPERTIES GROUP INC.

(the "Licensor")

- and -

**GT GROUP TELECOM SERVICES CORP. and
LONDONCONNECT INC.**

(collectively, the "Licensee")

WHEREAS:

- A. Oxford Development Group Inc. ("ODGI") together with GT Group Telecom Services Corp. ("GT") executed the Telecommunications Master License Agreement (the "Agreement") dated the 1st day of January, 2000, and Section 3.01 of the Agreement states that in executing the Agreement ODGI did so without liability on its part, as agent for and on behalf of the owner or owners of each Building that is not owned by ODGI.
- B. ODGI and The Edmonton Centre Limited amalgamated with other companies and continues as Oxford Properties Group Inc.
- C. The Licensor is the Owner of the Building known as the "Oxford Tower" and situated at 10235 101st Street N.W., Edmonton, Alberta (the "Building").
- D. The Licensor and GT executed a building schedule (the "Building Schedule") dated as of the 1st day of January, 2000, with the intent that the provisions of the Agreement would bind them as though they had executed the Agreement in relation to the Building except that the provisions of the Agreement were amended, to the extent they apply to the Building, by the provisions of the Building Schedule, and Exhibit "BS-1" attached to and forming part of the Building Schedule.
- E. GT represents and warrants that on February 3, 2003 it assigned its rights under the Agreement and the Building Schedule to itself and LondonConnect Inc. jointly and references in this Amending Agreement to the Licensee are to be construed as references to GT and to LondonConnect Inc., jointly and severally.

- F. The Licensor and the Licensee have agreed to amend the Agreement as it applies to the Building effective as of June 1, 2003.
- G. Capitalized terms in this Amending Agreement have the same meaning as in the Agreement and the Building Schedule unless indicated otherwise.

THEREFORE, the Licensor and the Licensee agree as follows:

1. Despite anything in the Agreement or the Building Schedule (and in particular and without limitation, Section 5.03(a) of the Agreement), the Licensee will be permitted to allow access to the POP Room to authorized agents, contractors and subcontractors ("Third Parties") (subject to what is stated below) for the sole purpose of maintaining, repairing, testing, operating, replacing and installing equipment in the POP Room to enable the Licensee to provide the Licensee's telecommunication services to its Customers. No work or installations will be permitted to be performed by these Third Parties outside of the POP Room except strictly in accordance with the Agreement and the Building Schedule. Without limitation, it is acknowledged that no cable, conduit, equipment or other installations will be made by Third Parties outside of the POP Room and none of the Third Parties will be permitted to provide telecommunication services to any Customers by means of equipment installed by them in the Building.
 2. The permission granted above is subject to the Licensee agreeing to fully indemnify and save harmless the Licensor against all claims, loss, costs, expenses, liabilities, and injuries which may be suffered by the Licensor or any Releasee in connection with any of the activities of the Third Parties and this indemnity applies regardless of whether the Licensor or any other Releasee is found to be negligent. It is the intention that the Licensee be fully responsible for the actions of all Third Parties and their employees to the same extent as though they were employees of the Licensee.
 3. The permission granted above is subject also to the Third Parties complying with the rules, regulations, security procedures, safety and other requirements applicable to the Building to the same extent as would apply had they been employees of the Licensee. In addition, should the Licensor object to any of the Third Parties by notice in writing specifying the reason for its objection, (such as, by way of example, the failure of a Third Party to comply with reasonable requirements applicable to work within, or access to buildings owned or managed by or on behalf of Oxford Properties Group Inc.), then the Third Party will not be permitted to have access to the Building until the objection is satisfied and confirmation of that fact is given by the Licensor in writing. The Licensor will act reasonably in this regard.
 4. GT represents and warrants that it has full authority to execute this Amending Agreement on behalf of LondonConnect Inc. and to bind it to this Amending Agreement.
 5. The Licensee hereby assumes all obligations and agrees to be bound by all of the terms and conditions of the Licensee provided for in the Agreement and the Building Schedule.
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The Licensor and the Licensee have duly executed this Amending Agreement.

OXFORD PROPERTIES GROUP INC., by its agent (without personal liability) OPGI MANAGEMENT GP INC., as general partner of the OPGI MANAGEMENT LIMITED PARTNERSHIP

Per:

Per:

I/We have the authority to bind the corporation

**GT GROUP TELECOM SERVICES CORP.
on its own behalf and as agent for
LONDONCONNECT INC.**

Per:

Title: VP, DEPUTY GENERAL COUNSEL
(Corporate Seal)

Per:

Name:
Title:

I/We have the authority to bind the corporation