

EXHIBIT "1" - BUILDING SCHEDULE
For Merrill Lynch Tower, Edmonton Centre, 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 **Merrill Lynch Tower located at the Edmonton Centre, 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 (5) years, zero (0) months and zero (0) 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 (2) renewal periods of five (5) 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	\$3,355.91, plus GST
(ii) January 1, 2001 to December 31, 2001	\$3,355.91, 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: _

By: _

GT GROUP TELECOM SERVICES CORP.
(Licensee) /

By: _

By: Senior Vice President & General Counsel
Name:
Title:

REVIEWED FOR FORM AND CONTENT LEGAL <u>AMLS</u> OPERATIONS <u>✓</u>

**EXHIBIT "BS-1" attached to and forming part of the Building
Schedule for the Building known as the
Merrill Lynch Tower located at the Edmonton Centre, 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
MERRILL LYNCH TOWER, EDMONTON CENTRE, EDMONTON, ALBERTA**

LOT A, CONTAINING TWO AND FORTY-FIVE HUNDREDTHS (2.45) ACRES MORE OR LESS, IN THE CITY OF EDMONTON, IN THE PROVINCE OF ALBERTA, DOMINION OF CANADA, AS SHOWN ON SUBDIVISION PLAN OF RECORD IN THE LAND TITLES OFFICE FOR THE NORTH ALBERTA LAND REGISTRATION DISTRICT AS 1194 T.R.

(R.L. 6 EDMONTON SETTLEMENT); AND

LOT B, CONTAINING ONE AND SIXTY-ONE HUNDREDTHS (1.61) ACRES MORE OR LESS, IN THE CITY OF EDMONTON, IN THE PROVINCE OF ALBERTA, DOMINION OF CANADA, AS SHOWN ON SUBDIVISION PLAN OF RECORD IN THE LAND TITLES OFFICE FOR THE NORTH ALBERTA LAND REGISTRATION DISTRICT AS NO. 1194 T.R.
(R.L. 6 EDMONTON SETTLEMENT

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 Merrill Lynch Fower on March 3 2001
Edmonton