

**EXHIBIT "1" - BUILDING SCHEDULE  
For 1555 St. James Street, Winnipeg, Manitoba (the "Building")**

This Schedule is dated as of the 1<sup>st</sup> day of January, 2000 and is entered into

B E T W E E N:

**1255037 Ontario Inc.**

(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 1<sup>st</sup> 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, **Westrow Office Building**, being the office building municipally known as **1555 St. James Street, Winnipeg, Manitoba**, 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 1<sup>st</sup> day of **January 2000** (the "Commencement Date") and ending on the 31<sup>st</sup> 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 -	<b>N/A;</b>
(b)	POP Room	
(i)	January 01, 2000 to December 31, 2000 (GLA of 30995 X 0.015)	<b>\$ 464.93, plus GST</b>
(ii)	January 1, 2001 to December 31, 2001 (GLA of 30995 X 0.015)	<b>\$ 464.93, plus GST</b>
(iii)	January 1, 2000 to December 31, 2004	<b>rate to be determined in accordance with s. 4.01 of the Agreement</b>
(iv)	Renewal Terms (if applicable)	<b>rate to be determined in accordance with s. 2.03 of the Agreement</b>
(c)	Riser -	<b>N/A</b>
(d)	Power Consumption Fee -	<b>N/A - power is metered.</b>

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

**1255037 Ontario Inc.**

By its Manager Oxford Development Group Inc.  
(Licensor)

By: 



By: .

GT

By:

By: .

**EXHIBIT "BS-1" attached to and forming part of the Building  
Schedule for the Building known as Westrow Office Building located at 1555 St. James Street,  
Winnipeg, Manitoba, signed by**

1255037 Ontario Inc.

(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 1555 ST. JAMES STREET, WINNIPEG,  
MANITOBA**

PARCEL "A", PLAN 13400 WLTO  
EXC, ST. JAMES STREET WLTO in OTM Lot 42 Parish of ST. JAMES

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 1555 SO JAMES ST on Jan 13, 2001