

EXHIBIT "1" - BUILDING SCHEDULE
For 400 - 4th Avenue S.W. Calgary, Alberta (the "Building")

This Schedule is dated the 1st day of December, 2002 and is entered into

B E T W E E N:

SC (CALGARY) LEASEHOLDS INC.

(the "Licensor")

- and -

BELL WEST INC.

(the "Licensee")

WHEREAS:

Oxford Development Group Inc. ("ODGI"), together with the Licensee (the name of which has been changed from Bell Intrigna Inc. to Bell West Inc.) executed the Telecommunications Master License Agreement (the "Agreement") dated the 21st day of November, 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 agreement, 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 or which will be set out in this Building Schedule "BS-1" attached to and forming part of this Building Schedule.

Therefore, the Licensor and the Licensee agree as follows:


1. The Term is the period of five (5) years, zero (0) months and zero (0) days, commencing on the first day of September 2000 (the "Commencement Date") and ending on the 31st day of August 2005. The Licensor and Licensee agree that regardless of the date of execution of the Agreement, and the Building Schedule, the Commencement Date will be the 1st day of September, 2000."

2. The Annual Basic Fees are as follows:

- | | |
|--|--|
| (a) Entrance Conduit - | N/A |
| (b) POP Room (\$25 psf for 100 sf) | |
| September 1, 2000 to August 31, 2002 | \$0.00 |
| September 1, 2002 to August 31, 2005 | \$2,500.00, plus GST |
| (c) Building Access Fees (@ \$0.02 per
Each square foot of the Gross
Leasable Area of the Building | |
| (a) September 1, 2000 to August 31,
2002 | \$13,671.92 plus GST, per
annum |
| (b) September 1, 2002 to August 31,
2005 | rate to be determined in
accordance with Section
4.01 of the Agreement |
| (c) Renewal Terms (if applicable) | rate to be determined in
accordance with Section
2.03 of the Agreement |
| (d) Riser | N/A |
| (e) Power Consumption Fee | N/A – power is metered |

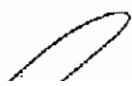
3. Exhibits “BS-3 to “BS-7” inclusive, may be comprised of conceptual drawings. No construction or installation is permitted until the detailed working drawings, plans and specifications for the part or parts of the work to be completed have been approved by the Licensor, in writing, in accordance with the Agreement.

The Licenser and the Licensee have duly executed this Building Schedule.

SC (CALGARY) LEASEHOLDS INC. BY ITS
AGENT (WITHOUT PERSONAL LIABILITY) OPGI
MANAGEMENT GP INC. AS GENERAL
PARTNER OF THE OPGI
MANAGEMENT LIMITED
PARTNERSHIP
(Licensor) 

Per:

Per:

BELL WEST INC. 
(Licensee)

Per:

Per: _____

Name:

Title:

(Corporate Seal)



EXHIBIT "BS-1"

(attached to and forming part of the Building Schedule
for the Building located at 400 - 4th Avenue S.W., Calgary, Alberta
signed by

SC (CALGARY) LEASEHOLDS INC.

(the "Licensor")

- and -

BELL WEST INC.

(the "Licensee")

There have been no amendments to the Telecommunications Master License Agreement dated November 21, 2000 between the Licensor and the Licensee.

EXHIBIT "BS-2"

Legal description of Lands known as
400 - 4th Avenue S.W., Calgary, Alberta

Plan C
Block 12
Lots 1 to 18 inclusive and those portions of Lots 19 and 20 which
lie north of the most southerly 7 feet throughout
Excepting thereout: (as to surface only)

<u>Plan</u>	<u>Number</u>	<u>Area (more or less)</u>
Street widening	781 1093	Portion in each lot except Lots 19 and 20

Excepting out of those portions of Lots 1 and 2
Which lie to the south of a line drawn parallel with
And 70 feet perpendicularly distant southerly from the
Northerly boundary of said lots, all mines and minerals.

EXHIBIT "BS-3, 4, 5, 6 & 7" attached to and forming part of the Building Schedule for the Building known as 400 – 4th Avenue S.W. Calgary, Alberta

SC (CALGARY) LEASEHOLDS INC.

(the "Licensor")

- and -

BELL WEST INC.

(the "Licensee")

The plans depicting the information required to be set out on this exhibit have not yet been produced. The Licensee will produce the required plans no later than ninety (90) days after the date of this Building Schedule. If the plans are not delivered to the Licensor within the ninety (90) day period, the Licensee will be considered to be in breach of the Agreement. If the plans are produced within that ninety (90) day period, but they are not approved due to objections on the part of the Licensor and the parties are unable, acting in good faith to resolve the objections within thirty (30) days after submission of the plans, then either party may terminate this Agreement as it applies to the Building upon thirty (30) days written notice to the other. If the Agreement as it applies to the Building is terminated then, Section 11.01 of the Agreement will apply with respect of the Building.