

EXHIBIT "1"

BUILDING SCHEDULE

Canada Trust Tower of the Calgary Eaton Centre
located at 421 - 7 Avenue S.W. Calgary, Alberta T2P 4K9
(the "Building")

THIS SCHEDULE is dated as of the 1st day of January, 2002 and is entered into

B E T W E E N

CEC LEASEHOLDS INC.

(hereinafter called the "Licensor")

- and -

BELL WEST INC.

(hereinafter called 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 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 or which will be 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, Canada Trust Tower of the Calgary Eaton Centre, being the office

building municipally known as 421 - 7 Avenue S.W., Calgary, Alberta, T2P 4K9, 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. Term - The term is the period of five (5) years commencing on the 1st day of September, 2000 (the "Commencement Date") and ending on the 31st day of August, 2005 (the "Term"). The Licensor and the Licensee agree that despite the date of this Building Schedule, the Commencement Date is September 1, 2002 and this Agreement has effect retroactively to that Commencement Date.
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: | |
| | (\$25.00 per square foot per annum
for 150 square feet) | |
| | (i) January 1, 2002 to August 31, 2002 | \$1,666.67 per annum
plus GST |
| | (ii) September 1, 2002 to August 31, 2005 | \$2,500.00 per annum
plus GST |
| (c) | Building Access Fees: | |
| | (i) September 1, 2000 to August 31, 2002: | (\$0.02 per annum for
each square foot of the
leasable area of the
Building) \$12,352.42
per annum plus GST |
| | (ii) September 1, 2002 to August 31, 2005: | rate to be determined in
accordance with Section
4.01 of the Agreement |

- (iii) 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.
8. Exhibits "BS-3" to "BS-7" inclusive may be comprised of conceptual drawings. No construction or installation is permitted until the detailed work 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.
9. The Licensor and the Licensee have duly executed this Building Schedule.

CEC LEASEHOLDS INC.

by its duly authorized agent (without personal liability) **OPGI Management GP Inc.**, as general partner of the **OPGI Management Limited Partnership**

Per:

Per:

I/We

BELL WEST INC.

(Licensee)

Name:

Title:

Name:

Title:

**DIRECTOR,
CORPORATE SERVICES**

I/We have authority to bind the corporation.

EXHIBIT "BS-1"

**(attached to and forming part of the Building Schedule
for the Building known as Canada Trust Tower of the Calgary Eaton Centre
located at 421 - 7 Avenue S.W. Calgary, Alberta T2P 4K9) signed by**

CEC LEASEHOLDS INC.

(hereinafter called the "Licensor")

- and -

BELL WEST INC.

hereinafter called the "Licensee")

No amendments have been made to the Telecommunications Master License Agreement dated January 1, 2002.

EXHIBIT "BS-2"

Legal description of Lands known as
Canada Trust Tower of the Calgary Eaton Centre
located at 421 - 7 Avenue S.W. Calgary, Alberta T2P 4K9

Plan 8910510 Block 47, Lots 5 and 6

Plan 8911891, Strata Lots A-G

Excepting thereout all mines and minerals