

Amending Agreement for
EXHIBIT "1" - BUILDING SCHEDULE
111 East, 5th Avenue, Vancouver
(the "Building")

L# 491496

This Agreement is dated as of the 1st day of May, 2002, and is entered into

B E T W E E N:

CANADIAN DC FACILITIES HOLDINGS INC.
and
OXFORD PROPERTIES GROUP 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 executed a Building Schedule (the "Building Schedule") dated as of the 21st day of November, 2000, 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 were amended, to the extent they apply to the Building, by the provisions of the Building Schedule, and Schedule "BS-1" attached to and forming part of the Building Schedule.

The Licensor and the Licensee have agreed to amend the Building Schedule effective from the Commencement Date.

Therefore, the Licensor and the Licensee agree as follows:

1. Section 5 of the Building Schedule is replaced by the following:

"5. The Term is the period of three (3) years, four (4) months and zero (0) days, commencing on the first day of May 2002 (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 May, 2002."

2. Section 7 of the Building Schedule is replaced by the following:

"7. The Annual Basic Fees are as follows:

- | | | |
|-----|---|--|
| (a) | Entrance Conduit | N/A |
| (b) | POP Room (\$25 psf for 20 sf) | \$6,000.00, plus GST per annum
(pro-rated for Year 2002) |
| (c) | Building Access Fee | |
| | (i) May 1, 2002 to August 31, 2002 (@ \$0.02 per each square foot of the Gross Leasable Area of the Building) | \$540.00, plus GST, per annum |
| | (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" |

The Licensor and the Licensee have duly executed this Amending Agreement.

**CANADIAN DC FACILITIES HOLDINGS
INC.** by their agent (without personal liability)
OPGI MANAGEMENT GP INC., as general
partner of the **OPGI MANAGEMENT
LIMITED PARTNERSHIP**

(Licensor)

Per: _____
Name: _____
Title: **VICE PRESIDENT,
NATIONAL PROGRAMS &
QUALITY MANAGEMENT** (Corporate Seal)

Per: _____
Name: _____
Title: **VICE PRESIDENT, LEGAL AND ASSISTANT SECRETARY**
(Corporate Seal)

OXFORD PROPERTIES GROUP INC.
(Licensor)

Per: _____
Name: _____
Title: **VICE PRESIDENT,
NATIONAL PROGRAMS &
QUALITY MANAGEMENT** (Corporate Seal)

Per: _____
Name: _____
Title: **VICE PRESIDENT, LEGAL AND ASSISTANT SECRETARY**
(Corporate Seal)

BELL WEST INC.
(Licensee)

Per: _____
Name: _____
Title: _____ (Corporate Seal)

Per: _____
Name: **RICK UNRAU**
Title: **DIRECTOR,
CORPORATE SERVICES** (Corporate Seal)

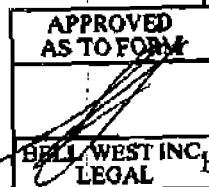


EXHIBIT "1" - BUILDING SCHEDULE
For 111 East - 5th Avenue, Vancouver (the "Building")

This Schedule is dated the 1st day of May, 2004 and is entered into

B E T W E E N:

CANADIAN DC FACILITIES HOLDINGS INC.

- and -

OXFORD PROPERTIES GROUP 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 in Exhibit "BS-2" attached hereto, 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 Amending Agreement for the Exhibit "1" – Building Schedule dated May 1, 2002, for this Building, is terminated and is hereby superceded by this Building Schedule.
2. The Term is the period of three (3) years, four (4) months and zero (0) days, commencing on the first day of May 2002 (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 this Building Schedule, the Commencement Date shall be the 1st day of May, 2002.
2. The Annual Basic Fees are as follows:

(a) Entrance Conduit	N/A
(b) POP Room (\$25 psf for 20 sf)	\$500.00, plus GST per annum prorated for Year 2002
(c) Building Access Fee	
(i) May 1, 2002 to August 31, 2002 at \$0.02 per each square foot of the Gross Leasable Area of the Building	\$1,620.00, plus GST, per annum
(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"

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

**CANADIAN DC FACILITIES HOLDINGS INC.
and OXFORD PROPERTIES GROUP INC. by
their duly authorized agent (without personal
liability) OXFORD MANAGEMENT SERVICES
INC.
(Licensor)**

Per: _____
Name: _____
Title: **Senior Vice President, Western Canada**
(Corporate Seal)

Per: _____
Name: _____
Title: **VICE PRESIDENT, LEGAL AND ASSISTANT SECRETARY**

**BELL WEST INC.
(Licensee)**

Per: _____
Name: _____
Title: **LOGISTICS WESTERN AREA**
(Corporate Seal)

Per: _____
Name: _____
Title: _____
(Corporate Seal)

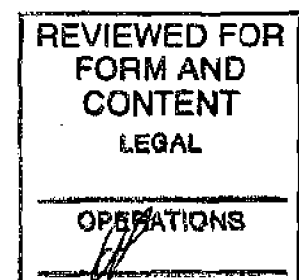


EXHIBIT "RS-1"

(attached to and forming part of the Building Schedule
for the Building located at 111 East - 5th Avenue, Vancouver, BC)
signed by

CANADIAN DC FACILITIES HOLDINGS INC.

and

OXFORD PROPERTIES GROUP 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
111 East – 5th Avenue, Vancouver, BC

PID: 004-908-767, Lot 12, Block 24, District Lot 200A, Plan 197

PID: 004-909-143, Lot 13, Block 24, District Lot 200A, Plan 197

PID: 004-909-259, Lot 14, Block 24, District Lot 200A, Plan 197

PID: 004-909-275, Lot 15, Block 24, District Lot 200A, Plan 197

PID: 004-909-291, Lot 16, Block 24, District Lot 200A, Plan 197



SNC-LAVALIN
Nexacor

Nexacor Realty Management Inc.
2100, 111 - 5th Avenue SW
Calgary, Alberta
Canada T2P 3Y6

September 16, 2004

Oxford Properties Group
130 Adelaide Street West
Toronto, Ontario
M5H 3P5

Attention: Dominica Jamieson, Legal Administrator

Dear Dominica,

Re: **Exhibit "1" – Building Schedule for 111 East 5th Avenue, Vancouver, BC**

With respect to the above noted site, please find attached the Exhibit "1" – Building Schedule, in quadruplicate, duly executed by the authorized signatory of Bell West Inc.

Please have all four (4) copies of the Building Schedule executed by your authorized signatory(ies) and returned two (2) fully executed copies to me for my records. You may retain the other two (2) fully signed copies for your records and retention.

If you have any questions or concerns, please do not hesitate to contact me directly at (403) 542-4555.

Thank you very much for your attention in this matter.

Regards,

Kim Pentecost
Transaction Manager,
SNC Lavalin – Nexacor
Mobile: (403) 542-4555
Email: kpentecost@nexacor.ca

c.c. Eleanor Luard, Nexacor, Edmonton Office