SUPPLEMENTARY AGREEMENT

BETWEEN

THE GOVERNMENT OF CANADA

AND

THE INTERNATIONAL CIVIL AVIATION ORGANIZATION REGARDING

THE HEADQUARTERS OF THE INTERNATIONAL CIVIL AVIATION ORGANIZATION

The Government of Canada and the International Civil Aviation Organization,

Considering the Government of Canada's obligations as Host State to the International Civil Aviation Organization (ICAO);

Considering the Headquarters Agreement between the Government of Canada and the Organization signed on October 4 and 9, 1990;

Recalling the desire expressed by the Council, particularly on December 12, 1979, that the Lease for the Headquarters premises of the International Civil Aviation Organization be signed by the Government of Canada;

Desiring to replace the Supplementary Headquarters Agreement signed on September 12 and 16, 1980 in order to reflect the relocation of the Organization's Headquarters on November 1, 1996;

Have agreed as follows:

ARTICLE I

Lease of ICAO Premises

- 1. The Government of Canada has signed a lease with the owner of "La Maison de l'OACI" (hereinafter referred to as "the Lease") located at 999 University Street (hereinafter referred to as "the Building"), Montreal, Quebec, Canada, for the sole purpose of providing reasonable and adequate space for the Headquarters of the International Civil Aviation Organization (hereinafter referred to as "the Organization").
- 2. The Government of Canada agrees to rent from the owner and the Organization agrees to occupy the entire Building for a period of 20 years and one month, renewable as prescribed in clause 4.4 of the Lease, beginning November 1, 1996, and corresponding to the present needs of the Organization's Headquarters. The Organization shall not make substantial alteration to the surface it occupies involving inter alia major electrical or mechanical systems and base building structures without the consent of the Government of Canada.
- 3. The Government of Canada and the Organization agree that the total rental cost of the Building includes the Rent as set out in clause 3 of the Lease, Operating Costs as set out in clause 10 of the Lease and property Taxes as set out in clause 6 of the Lease.