

of this Annex shall not apply to any wharves reoccupied but the provisions of the 1941 Agreement shall apply thereto for purposes of allowing the United States the unimpeded use of such wharves.

5. Canada will from time to time designate to the United States in writing a Management Authority responsible in full or in part for the administration of the Agreement and Canada's sublease.

6. Canada has the right to execute additional subleases of both areas which are the subject of this agreement. Canada will take all necessary measures to ensure that any additional sublessee (it is understood that the Province of Newfoundland shall be considered as an additional sublessee in the event that Canada transfers the administration and control of part of the Management or Airfield Areas to Newfoundland) of the whole or any part of the Management or Airfield Areas does not interfere with the activities, including communications, of the United States at the Facility, or with the security of those activities or with the rights of the United States under this agreement. To this limited end, the Management authority will forward all applications for additional subleases to the Commanding Officer of the Facility who will provide findings and recommendations to the Management Authority as to the granting of each application. A recommendation that a sublease should not be granted on the grounds of security or interference with United States activities at the Facility shall be binding upon Canada. Any additional sublease granted will specify the use to which the subleased property may be put. Any change of use without the written consent of the Management Authority and the Commanding Officer of the Facility shall not be permitted. Any additional sublease granted shall be terminated by the Management Authority in the event that any activity of the additional sublessee, its agents, employees, or contractors shall be determined by the Commanding Officer of the Facility to constitute an interference with Facility activities. Such determination shall be binding upon the Management Authority. The Management Authority will be notified in writing by the Commanding Officer of the Facility concerning his determination relative to such interference and his request for termination of the additional sublease. Within a reasonable time after receipt of such notice, the Management Authority shall effect such terminations.

7. The Management Authority may, at its own expense, during the term of the sublease erect or construct or authorize erection or the construction of buildings and other improvements within the Management and Airfield Areas. Any buildings so erected or constructed or so authorized since June 6, 1978 may be removed at its own expense by the Management Authority at any time; provided, that any such removal after termination of the sublease from any portion of the Management and Airfield Areas reoccupied by the United States under paragraphs 1 or 2 of this Annex shall be subject to the prior consent of the Commanding Officer of the Facility and any conditions thereof. New construction or modification of existing structures shall be subject to the approval of the Commanding Officer and shall be carried out in such a way as not to preclude the use of the airfield runway in the event of a determination to reenter under paragraphs 1 or 2 of this Annex. Nor shall any structure or building be erected which would be an obstruction to air navigation at a military airfield in violation of the standards set forth in Canadian Department of Transport publication TP-312 (Aerodrome Standards, Physical characteristics and Zoning Requirements), Chapter 4, to the extent not inconsistent with subpart C—