

1. estimated capital costs of repair, replacement, maintenance and operation of the Building and equipment incurred after the first five (5) years other than capital costs which will be borne solely by the lessor;
2. estimated capital costs of renovations and upgrades of the Building and equipment at any time except the cost of the atrium extension which will be borne by the lessor;
3. projected operating costs that would exceed substantially the operating costs of the previous year.

ARTICLE V

Space allocated to Representatives and Others

1. On conditions it may determine consistent with the Lease, the Organization shall have the right to:
 - a) provide space for occupancy by Representatives of the Member States on the Council and Representatives of such other Member States of the Organization and other international organizations who are accredited to it. It is understood that no consular activities shall be carried out in the Building;
 - b) provide parking space on the premises to its staff members and to the Representatives mentioned in the above paragraph a) and to such other persons as required by the official activities of the Organization;
 - c) make available the conference facilities to:
 - (i) other U.N. bodies, intergovernmental and non-governmental organizations, listed in Annex A to this Agreement. All additional expenses incurred by such use shall be borne entirely by the Organization. The Government of Canada shall be informed in writing pursuant to a subsidiary arrangement as set out in Annex B as soon as possible prior to holding such meetings;
 - (ii) other bodies not covered in the preceding (i), with the concurrence of Canada which shall not be unreasonably withheld. Any income and expenses related to such use shall be shared between the Parties pursuant to the above-mentioned subsidiary arrangement. The latter shall also deal with related matters such as immunities, insurance coverage and security.
2. For the purpose of the activities described in paragraph 1 c) of this Article and when the facilities are made available to organizations or individuals who do not enjoy, in Canada, privileges and immunities comparable to those enjoyed by the Organization, the Organization is deemed to be involved in commercial activities and to have renounced, with respect to such activities which shall be located only in the conference block, the immunities referred to in Articles 3 and 4 of the Headquarters Agreement. However, when ICAO makes available conference facilities to intergovernmental organizations working in the field of civil aviation and listed in Annex A for meetings scheduled to take place in the context of the ICAO Council or Assembly, such use of conference facilities will be considered related to the work of ICAO.