

**EXCHANGE OF NOTES BETWEEN THE GOVERNMENT OF CANADA AND
THE GOVERNMENT OF THE FEDERATION OF ST. CHRISTOPHER AND
NEVIS CONSTITUTING AN AGREEMENT RELATIVE TO THE DESIG-
NATION OF TRINIDAD AND TOBAGO (B.W.I.A. INT'L) AIRWAYS COR-
PORATION**

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*The Prime Minister of Canada to the Prime Minister of
St. Christopher and Nevis*

Nassau, October 18, 1985

Sir:

I have the honour to refer to the Agreement between the Government of Canada and the Government of the Federation of St. Christopher and Nevis on Air Services signed at Nassau on Oct. 18, 1985 (the Agreement), and to propose, on behalf of the Government of Canada, the following understanding relative to the designation by the Government of the Federation of St. Christopher and Nevis of Trinidad and Tobago (B.W.I.A. International) Airways Corporation (hereinafter referred to as B.W.I.A.) for the operation of the agreed services provided for in the Agreement.

Notwithstanding the provisions of Article VI, paragraph 1(c) of the Agreement, the Government of Canada shall give favourable consideration to the designation of B.W.I.A. by the Government of the Federation of St. Christopher and Nevis provided that:

1. The Government of Trinidad and Tobago continues to designate B.W.I.A. for the operation of the agreed services provided for in the Agreement between the Government of Trinidad and Tobago and the Government of Canada on Commercial Scheduled Air Services;

2. Substantial ownership and effective control of B.W.I.A. shall remain vested in the Government of Trinidad and Tobago or in its nationals;

3. In any service originating or terminating in Trinidad and Tobago, B.W.I.A. shall be free to exercise any and all traffic rights under the Agreement between Canada and Trinidad and Tobago on Commercial Scheduled Air Services as well as the third and fourth freedom rights under the Agreement between the Government of Canada and the Government of the Federation of St. Christopher and Nevis on Air Services. Such traffic may be commingled on any and all services except as provided in Footnote 3 of Section I of the Annex to the Agreement;