

- (b) the provisions of this Agreement alleged to have been breached and any other relevant provisions;
- (c) the legal and the factual basis for the claim, including the measures at issue; and
- (d) the relief sought and the approximate amount of damages claimed.

2. The disputing investor shall also deliver, with its Notice of Intent, evidence establishing that it is an investor of the other Party. Examples of evidence that might be relevant include a copy of a title to property, a deed of incorporation of the enterprise, share certificates, and a joint venture agreement.

Article 8.21: Consultation and Negotiation

In the event of an investment dispute, the disputing investor and the disputing Party shall initially seek to resolve the dispute through consultation and negotiation, which may include the use of non-binding third-party procedures.

Article 8.22: Conditions Precedent to Submission of a Claim to Arbitration

1. A disputing investor may submit a claim to arbitration pursuant to Article 8.18 only if:
 - (a) the disputing investor consents to arbitration in accordance with the procedures set out in this Agreement;
 - (b) at least six months have elapsed since the events giving rise to the claim;
 - (c) not more than three years have elapsed from the date on which the disputing investor first acquired, or should have first acquired, knowledge of the alleged breach and knowledge that the disputing investor has incurred loss or damage thereby;
 - (d) the disputing investor has delivered the Notice of Intent required under Article 8.20; and