

purchasing/selling entity prior to delivery in the receiving control area. Such notice shall be provided by the hour for submitting daily pre-schedules at least two working days prior to pre-schedule. British Columbia shall limit the number of such schedules to the amount of Canadian Entitlement capacity elected to be delivered at Points of Entitlement Delivery divided by 25 MW.

9. Miscellaneous Provisions

- 9.1. Unless otherwise provided, all notices required under this Agreement shall be in writing and given by mail, facsimile, or in such other form as the Parties agree. Each Party shall designate in writing a person for the purpose of receiving notice within 30 days of the effective date. Such designation may be changed by subsequent notice.
- 9.2. This Agreement shall be governed by and construed in a manner consistent with the Treaty.
- 9.3. The terms and conditions of this Agreement may be amended only by written agreement of the Parties; provided, however, that the Parties may agree to modifications of or deviations from such terms and conditions without written agreement if those modifications or deviations are for a duration of less than two weeks. Notwithstanding the foregoing, Section 9.2 may not be amended by the Parties.
- 9.4. Deliveries at a Point of Entitlement Delivery shall not be interrupted or curtailed except for reasons of uncontrollable force or maintenance and then only on the same basis as deliveries of firm power from the Federal Columbia River Power System to Pacific Northwest customers of Bonneville Power Administration not acting in its capacity as or on behalf of the U.S. Entity or any successor.
- 9.5. If any provision of this Agreement is determined to be unenforceable, that provision shall be deemed severed from and shall not affect the enforceability of the remaining provisions.