

- (h) the third arbitrator shall be the Chair of the arbitration panel;
- (i) the decision of a majority of the arbitrators shall be the decision of the arbitration panel;
- (j) the place of the first arbitration under this Agreement shall be the location of the head office (either Portland, Oregon or Vancouver, British Columbia) of the Party that did not initiate the Notice to Arbitrate. The place of subsequent arbitrations shall alternate between Portland, Oregon, and Vancouver, British Columbia. Hearings shall be held in the place of the arbitration;
- (k) the Parties intend that the arbitration shall proceed and conclude within 90 days, or otherwise as expeditiously as reasonably possible, taking into account the circumstances of the case. The Parties direct the arbitrators, subject always to their discretion, to establish times for taking actions during the arbitration that are consistent with this intent.

6.5 Once a Notice to Arbitrate has been delivered, Section 6.4 shall be the exclusive means of resolving the Dispute, subject always to the rights of the Parties to negotiate a settlement. The award of the arbitration panel shall be final and binding.

## 7. Assignments

7.1. From time to time British Columbia may assign its rights and related obligations under this Agreement, other than those set forth in Sections 3 and 4.2 of this Agreement, to one or more third parties, subject to the following conditions:

- (a) such assignment may pertain to all or a portion of the Canadian Entitlement for all or a part of the term of this Agreement;
- (b) the assignee must:
  - (i) be an eligible transmission customer of the transmission provider at the Point of Entitlement Delivery under United States Federal law; or