BEFORE THE
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION,
Complainant,

v.

PUGET SOUND ENERGY,
Respondent.

Docket UE-22____
Docket UG-22____

ELEVENTH EXHIBIT (NONCONFIDENTIAL) TO THE
PREFILED DIRECT TESTIMONY OF

RONALD J. ROBERTS

ON BEHALF OF PUGET SOUND ENERGY

JANUARY 31, 2022
THE MONTANA POWER COMPANY

and

PUGET SOUND POWER & LIGHT COMPANY

and

THE WASHINGTON WATER POWER COMPANY

and

PORTLAND GENERAL ELECTRIC COMPANY

and

PACIFIC POWER & LIGHT COMPANY

and

BASIN ELECTRIC POWER COOPERATIVE

COMMON FACILITIES AGREEMENT

COLSTRIP UNITS #1, #2, #3 and #4
COMMON FACILITIES AGREEMENT
COLSTRIP UNITS #1, #2, #3 AND #4

TABLE OF CONTENTS

Index

<table>
<thead>
<tr>
<th></th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Definitions</td>
<td>1</td>
</tr>
<tr>
<td>2. Term</td>
<td>2</td>
</tr>
<tr>
<td>3. Allocation of Common Facilities</td>
<td>2</td>
</tr>
<tr>
<td>4. Addition or Deletion of Common Facilities</td>
<td>2</td>
</tr>
<tr>
<td>5. Cost Allocations</td>
<td>2</td>
</tr>
<tr>
<td>6. Operation of Common Facilities</td>
<td>3</td>
</tr>
<tr>
<td>7. Budget</td>
<td>3</td>
</tr>
<tr>
<td>8. Provisions for Additional Facilities</td>
<td>4</td>
</tr>
<tr>
<td>9. Arbitration</td>
<td>5</td>
</tr>
<tr>
<td>10. Waiver of Right to Partition</td>
<td>5</td>
</tr>
<tr>
<td>11. Conveyance of Common Facilities</td>
<td>6</td>
</tr>
<tr>
<td>12. Mutual Support</td>
<td>6</td>
</tr>
<tr>
<td>13. Miscellaneous</td>
<td>7</td>
</tr>
</tbody>
</table>

Exhibit A - Common Facilities
Exhibit B - Common Facilities Lands
Exhibit C - Colstrip Plants #1-#4 Buffer Zone
COMMON FACILITIES AGREEMENT


1. DEFINITIONS.

(a) The "#1 & #2 Owners Agreement" means the Construction and Ownership Agreement for Colstrip Units #1 and #2 entered into July 30, 1971.

(b) The "#3 & #4 Owners Agreement" means the Ownership and Operation Agreement for Colstrip Units #3 and #4 entered into May 6, 1981.

(c) "Committees" means the Owner's Committee provided for in the #1 & #2 Owners Agreement and the Committee provided for in the #3 & #4 Owners Agreement.

(d) "Common Facilities" means all personal property listed on Exhibit A hereto and all real property described in Exhibit B hereto, either as modified, added to, or deleted from, from time to time in the manner provided in Section 4.

(e) "Common Facilities Operator" means the Operator appointed under Section 6(a) hereof.

(f) "Owners" means Montana, Puget, Water Power, Portland, Pacific, and Basin Electric, and their successors and assigns.

(g) "Prudent Utility Practice" at any particular time means either any of the practices, methods and acts engaged in or approved by a significant portion of the electrical utility industry prior thereto or any of the practices, methods or acts, which, in the exercise of reasonable judgment in the light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety and expedition. Prudent Utility Practice shall apply not only to functional parts of the Common Facilities, but also to appropriate structures, landscaping, painting, signs, lighting, other facilities and public relations programs, including recreational facilities, and any other programs or facilities, reasonably designed to promote public enjoyment, understanding and acceptance of the Projects. Prudent Utility Practice is not intended to be limited to the
optimum practice, method or act, to the exclusion of all others, but rather to be a spectrum of possible practices, methods or acts. Prudent Utility Practice shall also include those practices, methods and acts that are required by applicable laws and final orders or regulations of regulatory agencies having jurisdiction.

2. TERM.

This agreement shall be effective and binding when executed by Montana, Puget, Water Power, Portland and Pacific and shall be effective and binding as to Basin Electric only when executed by Basin Electric. This agreement shall continue until the first to end of (a) the term of the #1 & #2 Owners Agreement or (b) the term of the #3 & #4 Owners Agreement; provided, however, that Section 10 hereof shall survive until the end of the term of both the #1 & #2 Owners Agreement and the #3 & #4 Owners Agreement.

3. ALLOCATION OF COMMON FACILITIES.

Exhibit A to this agreement allocates the Common Facilities between Colstrip Units #1 and #2 and Colstrip Units #3 and #4. That portion of the Common Facilities allocated to Colstrip Units #1 and #2, is part of the Project, as that term is defined in the #1 & #2 Owners Agreement. That portion of the Common Facilities allocated to Colstrip Units #3 and #4 is part of the Project, as that term is defined in the #3 & #4 Owners Agreement.

4. ADDITION OR DELETION OF COMMON FACILITIES.

Common Facilities may be modified, added to, or deleted from this agreement only with the approval of both Committees; provided, however, that no such action by the Committees shall be effective to divest any Owner of any interest in the Common Facilities or reduce such interest without the written consent of the Owner or Owners so affected.

5. COST ALLOCATIONS.

The costs of construction, operation and maintenance of the Common Facilities shall be allocated between the Colstrip Units #1 and #2 and Colstrip Units #3 and #4 in the portion provided in Exhibit A to this agreement, as modified from time to time. A Committee may at any time propose to the Committees a revised method of allocating costs which it believes is more equitable than the initial allocation herein provided. Each Committee shall use every effort in good faith to agree on such revised method of allocating costs and shall proceed under Section 9 if such effort does not result in agreement.
6. OPERATION OF COMMON FACILITIES.

(a) The Owners hereby appoint Montana, and Montana hereby accepts appointment, as the Common Facilities Operator. The Common Facilities Operator, as agent for and on behalf of the Owners, shall construct, operate and maintain the Common Facilities, hire all necessary personnel, and pay all construction, operation and maintenance expenses (including, but not limited to, labor payroll, materials and supplies), all in accordance with the #1 & #2 Owners Agreement and the #3 & #4 Owners Agreement, guidelines established from time to time by the Committees, and any applicable laws, regulations, orders, permits and licenses, now or hereafter in effect, of any governmental authority.

(b) The Common Facilities Operator shall not assign, transfer or delegate, voluntarily or by operation of law, its responsibilities to any person without the written consent of the Committees. If the Common Facilities Operator is replaced as operator under the #3 & #4 Owners Agreement, it shall be removed as Common Facilities Operator hereunder and in such event the replacement operator under the #3 and #4 Owners Agreement shall be deemed to be the Common Facilities Operator under this Agreement, provided that no such replacement of Common Facilities Operator shall become effective earlier than the effective date of its substitution or replacement as operator under the #3 and #4 Owners Agreement unless:

(i) the existing Common Facilities Operator consents thereto; or

(ii) an arbitrator shall find that the Common Facilities Operator is in material breach of its obligations as Common Facilities Operator.

The Common Facilities Operator removed shall be entitled to recover from the Owners an equitable amount to cover the cost impacts of such removal.

7. BUDGET

(a) On or before September 1 of each year, the Common Facilities Operator shall submit to the Committees a budget of its estimate of costs of construction, operation and maintenance of the Common Facilities by calendar months for the operating year beginning January 1, next following. Such budget shall be subject to approval by the Committees which approval shall not unreasonably be withheld. The Committees shall approve such budget or a revised budget on or before November 1 in any such year. The budget will list the work force and expense therefor, materials, supplies, and other expenses associated with the normal maintenance program. Extraordinary items of maintenance
will be detailed to set forth the cost of labor required beyond that available from the regular force and other expense which will be incurred. The Common Facilities Operator will submit budget revisions as may become necessary from time to time during any operating year which the Committees shall promptly consider and which shall similarly be subject to approval by the Committees. The budget will guide expenditures for construction, operation and maintenance purposes through the ensuing year, except as may be required in an emergency.

(b) In the event of emergency or instances of unforeseen maintenance restricting use of the Common Facilities below that required by the Owners when repairs could be effected more rapidly by expenditure of overtime and other expediting costs, the Owners will be individually notified. Unless authorized by the Committees, the Owners desiring accelerated repairs will share pro rata, according to their respective ownerships, as determined from Exhibit A to this Agreement and the #1 & #2 Owners Agreement and the #3 & #4 Owners Agreement, the expediting costs expended to return the Common Facilities to the required operating level at an earlier date.

(c) The Owners recognize that it will be necessary for continued operation of the Common Facilities, or to maintain them in operable condition, that the Common Facilities Operator be in a position to meet commitments for labor, repairs and replacements, materials and supplies, services and other expenses of a continuing nature in order that it may fulfill its obligations to the Owners as Common Facilities Operator under this Agreement. Accordingly, notwithstanding any of the provisions of this Section 7, the Common Facilities Operator, on behalf of the Owners, may make all expenditures in the normal course of business or in an emergency, all as the same are necessary for the proper and safe operation and maintenance of the Common Facilities. As soon as practicable after the making of any such expenditures, the Common Facilities Operator shall make a full report thereof to the Committees. The Common Facilities Operator shall take any action required by a final and binding order of any public authority having jurisdiction or in any emergency for the safety of the Common Facilities.

8. PROVISIONS FOR ADDITIONAL FACILITIES.

(a) Each Owner shall have the right at its expense to install and operate on the Common Facilities land, facilities for its own system; provided, however, that the facilities of any Owner shall be so installed and operated as not to burden or unreasonably interfere with the ultimate full utilization of the land for Colstrip Units #1, #2, #3 and #4, or with the facilities of the other Owners or with the construction of additional generating units. In the event that an Owner proposes to install or operate facilities which would require the relocation of previously installed facilities of another Owner, or of the Common Facilities, but would otherwise meet the requirements of
the preceding sentence, the Owner desiring to install or operate such facilities shall have the right to call for such relocation if it bears all direct and indirect costs of such relocation.

(b) Each Owner releases all other Owners and their agents and employees from claims to profits, charges, rents, or benefits that may arise from use by any Owner of Common Facilities land pursuant to Section 8(a).

9. ARBITRATION.

(a) Any controversies arising out of or relating to this Agreement, except those arising out of or relating to Sections 3 and 4 hereof, which cannot be resolved through negotiations between the Committees within thirty (30) days after inception of the matter in dispute shall, upon demand of either Committee, be submitted to an Arbitrator having demonstrated expertise in the matter submitted. If the Committees cannot mutually agree upon such Arbitrator, then upon petition of any Committee, such Arbitrator shall be appointed by the Superior Court of the State of Washington, in and for the County of Spokane. The arbitration shall be conducted in Spokane, Washington, pursuant to the Washington Arbitration Act, RCW Chapter 7.04 as the same may be amended from time to time. The Arbitrator shall render his decision in writing not later than thirty (30) days after the matter has been submitted to him, and such decision shall be conclusive and binding upon the Owners. The costs incurred by any arbitration proceedings shall be charged to costs of construction or cost of operation, whichever may be appropriate, all in accordance with the #1 & #2 Owners Agreement and the #3 & #4 Owners Agreement, provided that each Committee shall pay its own attorney's fees and costs of witnesses.

(b) An Owner who disagrees with the Committees' resolution of any controversy arising out of Section 5 hereof within thirty (30) days after such Committee resolution of the matter in dispute may submit such matter to an Arbitrator pursuant to Section 9(a). All references to the "Committee" in Section 9(a) shall be changed to "Owner" for purposes of application to this subsection.

10. WAIVER OF RIGHT TO PARTITION

So long as the Common Facilities or any part thereof as originally constructed, reconstructed or added to are used or useful for the generation of electric power and energy, or to the end of the period permitted by applicable law, whichever first occurs, the Owners waive their right to partition of the Common Facilities whether by partition in kind or sale and division of the proceeds thereof, and agree that they will not resort to any action at law or in equity to partition and further waive the benefit of all laws that may now or hereafter authorize such partition of the properties comprising the Common Facilities. It is agreed this covenant shall be deemed to run with the land.
All instruments of conveyance which effect, evidence or vest each Owner's respective ownership interest in the Common Facilities shall contain this waiver of right to partition.

11. CONVEYANCE OF COMMON FACILITIES.

Each Owner shall promptly take all action (including, but not limited to, obtaining all requisite authorizations) necessary for participation by such Owner in the ownership, construction, operation and maintenance of the Common Facilities. Each Owner shall promptly take such action (including, but not limited to, the execution, acknowledgment, delivery and recordation of instruments of conveyance) as may reasonably be requested by any other Owner to effect, evidence or vest each Owner's respective interests in the Common Facilities; provided, however, that Montana and Puget shall not be obligated to convey an interest in the Common Facilities prior to January 1, 1984.

12. MUTUAL SUPPORT.

(a) Montana and Puget now own and may hereafter acquire certain land near Colstrip, Montana, within the boundaries shown on Exhibit C to this Agreement, for use in connection with Colstrip Units #1 and #2 (the "1 & 2 Lands"). Montana and Puget shall grant to the Owners such easements, licenses and other rights in the 1 & 2 Lands as may be reasonably necessary for the effective and efficient construction, operation and maintenance of Colstrip Units #3 and #4 and related improvements (including, but not limited to, substations, transmission lines, ponds and utilities, but excluding residential housing); provided that such rights and the exercise thereof shall not materially interfere with the construction, operation and maintenance of Colstrip Units #1 and #2 and related improvements (including, but not limited to, substations, transmission lines, ponds, utilities and existing residential housing). Any such grant may be for such compensation (not in excess of Montana's and Puget's costs which are equitably allocable to the rights granted) and subject to such reservations, restrictions, conditions and other provisions as may reasonably be required by Montana and Puget.

(b) The Owners now own and may hereafter acquire certain land near Colstrip, Montana, within the boundaries shown on Exhibit C to this Agreement, for use in connection with Colstrip Units #3 and #4 (the "3 & 4 Lands"). The Owners shall grant to Puget and Montana such easements, licenses and other rights in the 3 & 4 Lands as may be reasonably necessary for the effective and efficient construction, operation and maintenance of Colstrip Units #1 and #2 and related improvements (including, but not limited to, substations, transmission lines, ponds and utilities, but excluding residential housing); provided that such rights and the exercise thereof shall not materially interfere with the construction, operation and maintenance of Colstrip Units #3 and #4 and related improvements (including, but not limited to,
substations, transmission lines, ponds, utilities and existing residential housing). Any such grant may be for such compensation (not in excess of the Owners' costs which are equitably allocable to the rights granted) and subject to such reservations, restrictions, conditions and other provisions as may reasonably be required by the Owners.

13. MISCELLANEOUS.

(a) The headings of the clauses of this Agreement are inserted for convenience of reference only and shall not affect the meaning or construction thereof.

(b) The singular of any term in this Agreement shall encompass the plural and the plural the singular, unless the context otherwise indicates.

(c) This Agreement shall be construed in accordance with the laws of the State of Montana, except that Section 9 shall be construed in accordance with the laws of the State of Washington.

(d) This Agreement shall not be amended except by written instrument executed, acknowledged and delivered by all of the Owners.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in several counterparts.

THE MONTANA POWER COMPANY

By ____________________________
Its Executive Vice President for Administration

Attest:
______________________________
Assistant Secretary

PUGET SOUND POWER & LIGHT COMPANY

By ____________________________
Its ____________________________

Attest:
______________________________
Secretary
STATE OF MONTANA  
COUNTY OF SILVER BOW  

On this 6th day of May, 1981, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared Melvyn M. Ryan, known to me to be the Executive Vice President of THE MONTANA POWER COMPANY and acknowledged to me that he executed the within instrument on behalf of that corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Notary Public in and for the State of Montana, residing at Butte  
My Commission expires 6-26-82

STATE OF WASHINGTON  
COUNTY OF KING  

On this 6th day of May, 1981, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared ____________________________, known to me to be the ____________________________, of PUGET SOUND POWER & LIGHT COMPANY and acknowledged to me that he executed the within instrument on behalf of that corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Notary Public in and for the State of Washington, residing at ____________________________  
My Commission expires ____________________________
substations, transmission lines, ponds, utilities and existing residential housing). Any such grant may be for such compensation (not in excess of the Owners' costs which are equitably allocable to the rights granted) and subject to such reservations, restrictions, conditions and other provisions as may reasonably be required by the Owners.

13. MISCELLANEOUS.

(a) The headings of the clauses of this Agreement are inserted for convenience of reference only and shall not affect the meaning or construction thereof.

(b) The singular of any term in this Agreement shall encompass the plural and the plural the singular, unless the context otherwise indicates.

(c) This Agreement shall be construed in accordance with the laws of the State of Montana, except that Section 9 shall be construed in accordance with the laws of the State of Washington.

(d) This Agreement shall not be amended except by written instrument executed, acknowledged and delivered by all of the Owners.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in several counterparts.

THE MONTANA POWER COMPANY

By

Attest:

__________________________
Secretary

PUGET SOUND POWER & LIGHT COMPANY

By

Attest:

__________________________
Secretary
STATE OF MONTANA  
COUNTY OF SILVER BOW  

ss.

On this 6th day of May, 1981, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared ______________________, known to me to be the ______________________ of THE MONTANA POWER COMPANY and acknowledged to me that he executed the within instrument on behalf of that corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Notary Public in and for the State of Montana, residing at Butte  
My Commission expires ______________________

STATE OF WASHINGTON  
COUNTY OF KING  

ss.

On this 6th day of May, 1981, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared ______________________, known to me to be the ______________________ of PUGET SOUND POWER & LIGHT COMPANY and acknowledged to me that he executed the within instrument on behalf of that corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Notary Public in and for the State of Washington, residing at Seattle  
My Commission expires August 1, 1981
PUGET COLSTRIP CONSTRUCTION COMPANY

By __________________________
Its SR VICE PRESIDENT

Attest: __________________________
Secretary

THE WASHINGTON WATER POWER COMPANY

Attest: __________________________
Secretary

PORTLAND GENERAL ELECTRIC COMPANY

Attest: __________________________
Secretary

PACIFIC POWER & LIGHT COMPANY

Attest: __________________________
Secretary

BASIN ELECTRIC POWER COOPERATIVE

Attest: __________________________
Secretary
STATE OF WASHINGTON  )  ss.
COUNTY OF KING  )

On this 6th day of May, 1981, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared ____________________________, known to me to be the Sr. Vice President of PUGET COLSTRIP CONSTRUCTION COMPANY and acknowledged to me that he executed the within instrument on behalf of that corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

____________________________
Notary Public in and for the State of Washington, residing at Seattle
My Commission expires August 1, 1981

STATE OF WASHINGTON  )  ss.
COUNTY OF  )

On this 6th day of May, 1981, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared ____________________________, known to me to be the Sr. Vice President of THE WASHINGTON WATER POWER COMPANY and acknowledged to me that he executed the within instrument on behalf of that corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

____________________________
Notary Public in and for the State of Washington, residing at __________________________
My Commission expires __________________________
PUGET COLSTRIP CONSTRUCTION COMPANY

By______________________________
Its______________________________

Attest:

______________________________
Secretary

THE WASHINGTON WATER POWER COMPANY

By

______________________________
Vice President

Attest:

______________________________
Acting Secretary

PORTLAND GENERAL ELECTRIC COMPANY

By______________________________

Attest:

______________________________
Secretary

PACIFIC POWER & LIGHT COMPANY

By______________________________

Attest:

______________________________
Secretary

BASIN ELECTRIC POWER COOPERATIVE

By______________________________

Attest:

______________________________
Secretary
STATE OF WASHINGTON )
COUNTY OF KING ) ss.

On this 6th day of May, 1981, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared ________________, known to me to be the ___________________ of PUGET COLSTRIP CONSTRUCTION COMPANY and acknowledged to me that he executed the within instrument on behalf of that corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Notary Public in and for the State of Washington, residing at ________________
My Commission expires ________________

STATE OF WASHINGTON )
COUNTY OF SPOKANE ) ss.

On this 6th day of May, 1981, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared ________________, H. W. Harding ________________, known to me to be the Vice President of THE WASHINGTON WATER POWER COMPANY and acknowledged to me that he executed the within instrument on behalf of that corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Notary Public in and for the State of Washington, residing at Spokane
My Commission expires October 17, 1982
PUGET COLSTRIP CONSTRUCTION COMPANY

By ____________________________
Its ____________________________

Attest:

______________________________
Secretary

THE WASHINGTON WATER POWER COMPANY

By ____________________________

Attest:

______________________________
Secretary

PORTLAND GENERAL ELECTRIC COMPANY

By ____________________________

(John E. Braden
Vice President

Attest:

______________________________
Secretary

PACIFIC POWER & LIGHT COMPANY

By ____________________________

Attest:

______________________________
Secretary

BASIN ELECTRIC POWER COOPERATIVE

By ____________________________

Attest:

______________________________
Secretary
STATE OF OREGON   )   ss.
COUNTY OF MULTNOMAH )

On this 6th day of May, 1981, before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared Glen E. Bredemeier, known to me to be the Vice President of PORTLAND GENERAL ELECTRIC COMPANY and acknowledged to me that he executed the within instrument on behalf of that corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

(Shelly A. Juhl)
Notary Public in and for the State of Oregon, residing at Portland, Oregon
My Commission expires 9/27/84

STATE OF OREGON   )   ss.
COUNTY OF   )

On this 6th day of May, 1981, before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared ______________________, known to me to be the ______________________ of PACIFIC POWER AND LIGHT COMPANY and acknowledged to me that he executed the within instrument on behalf of that corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

(Notary Public)
Notary Public in and for the State of Oregon, residing at ______________________
My Commission expires ______________________
PUGET COLSTRIP CONSTRUCTION COMPANY

By

Attest:

__________________________
Secretary

THE WASHINGTON WATER POWER COMPANY

By

Attest:

__________________________
Secretary

PORTLAND GENERAL ELECTRIC COMPANY

By

Attest:

__________________________
Secretary

PACIFIC POWER & LIGHT COMPANY

By

Vice President

__________________________
Asst. Secretary

BASIN ELECTRIC POWER COOPERATIVE

By

Attest:

__________________________
Secretary
STATE OF OREGON  
COUNTY OF  

On this 6th day of May, 1981, before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared ___________________________________, known to me to be the __________________________________ of PORTLAND GENERAL ELECTRIC COMPANY and acknowledged to me that he executed the within instrument on behalf of that corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Notary Public in and for the State of Oregon, residing at ____________________________
My Commission expires ____________________________

STATE OF OREGON  
COUNTY OF Multnomah  

On this 6th day of May, 1981, before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared ___________________________________, known to me to be the Vice President PACIFIC POWER & LIGHT COMPANY and acknowledged to me that he executed the within instrument on behalf of that corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

(Handwritten Signature)  
Notary Public in and for the State of Oregon, residing at Portland, Oregon  
My Commission expires September 28, 1982
### COMMON FACILITIES

<table>
<thead>
<tr>
<th>Facility Description</th>
<th>Portion of Cost Allocated to Units #1 &amp; #2</th>
<th>Portion of Cost Allocated to Units #3 &amp; #4</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A. Miscellaneous Facilities</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewer System</td>
<td>.3186</td>
<td>.6814</td>
</tr>
<tr>
<td>Fire Protection Connections</td>
<td>.95</td>
<td>.05</td>
</tr>
<tr>
<td>Garage/Warehouse</td>
<td>.3186</td>
<td>.6814</td>
</tr>
<tr>
<td>Meteorological Structure</td>
<td>.3186</td>
<td>.6814</td>
</tr>
<tr>
<td>Air Quality Monitoring Programs (Excluding Indian Reservation Monitoring)</td>
<td>.3186</td>
<td>.6814</td>
</tr>
<tr>
<td>Coal Handling Crew Facilities</td>
<td>.3186</td>
<td>.6814</td>
</tr>
<tr>
<td>Marine Equipment</td>
<td>.3186</td>
<td>.6814</td>
</tr>
<tr>
<td>Diesel Fuel Storage</td>
<td>.3186</td>
<td>.6814</td>
</tr>
<tr>
<td>Gasoline Storage</td>
<td>.3186</td>
<td>.6814</td>
</tr>
<tr>
<td>115 kV Start-up Transmission Line</td>
<td>.3186</td>
<td>.6814</td>
</tr>
<tr>
<td><strong>B. Drainage and Runoff Retention</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Secondary Sediments Retention</td>
<td>.3186</td>
<td>.6814</td>
</tr>
<tr>
<td><strong>C. Intake Water System</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Intake Canal &amp; Structure</td>
<td>.3186</td>
<td>.6814</td>
</tr>
<tr>
<td>Pumps (Excluding Labor)</td>
<td>.6372</td>
<td>.3628</td>
</tr>
<tr>
<td>Other Mechanical (Excluding Pumps but Including Labor) &amp; Electrical Equipment</td>
<td>.4779</td>
<td>.5221</td>
</tr>
<tr>
<td><strong>D. Coal Handling Facilities</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Concrete Tunnel</td>
<td>.500</td>
<td>.500</td>
</tr>
<tr>
<td>Receiving Hoppers</td>
<td>.500</td>
<td>.500</td>
</tr>
<tr>
<td>Conveyor No. 6</td>
<td>.714</td>
<td>.286</td>
</tr>
<tr>
<td><strong>E. Surge Pond</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Entire Pond &amp; Structure</td>
<td>.3186</td>
<td>.6814</td>
</tr>
<tr>
<td>Mechanical &amp; Electrical Equipment</td>
<td>.6372</td>
<td>.3628</td>
</tr>
<tr>
<td>Cutoff Wall No. 1</td>
<td>.3186</td>
<td>.6814</td>
</tr>
<tr>
<td>Cutoff Wall No. 2</td>
<td>.3186</td>
<td>.6814</td>
</tr>
<tr>
<td><strong>F. All Land Described in Exhibit B Hereto</strong></td>
<td>.3186</td>
<td>.6814</td>
</tr>
</tbody>
</table>
COMMON FACILITY LANDS
(All as Described on the Attached Maps)

1. **Parcel A** (Administrative & Runoff Control)

   T2N,R41E, P.M.M.: Portion of the S1/4 and NE1/4, Sec. 34,
   Lying southerly of the B.N. Railroad Cow Creek
   Spur and easterly of the mainline right-of-way.
   Containing approximately 45 acres.

2. **Parcel B** (Construction Facilities Area)

   T2N, R41E, P.M.M.: Portion of the E1/2E1/2, Sec. 34
   W1/2W1/2, Sec. 35
   Lying easterly of the Project 3 & 4 Generation
   Units and westerly of the Western Energy Coal
   Handling Facility.
   Containing approximately 19 acres.

3. **Parcel C** (Warehouse Area)

   T2N, R41E, P.M.M.: Portion of the SE1/4, Sec. 27
   NE1/4, Sec. 34
   Lying southerly of the Colstrip Switchyard and
   westerly of the Project 3 & 4 Cooling Tower
   parcel.
   Containing approximately 39 acres.

4. **Parcel D** (Environmental Facilities Area)

   T2N,R41E, P.M.M.: Portion of the W1/2W1/2,NE1/4 and the
   E1/2E1/2NW1/4, Sec. 34
   Containing approximately 10 acres.

5. **Parcel E** (Bachelor Camp Area)

   T2N,R41E, P.M.M.: Portion of the SE1/4, Sec. 27
   Being a portion of the Colstrip Switchyard
   property and also lying northerly of the North
   line of said Switchyard property.
   Containing approximately 47 acres.

6. **Parcel F** (Surge Pond)

   T2N,R41E, P.M.M.: Portion of Sec.28
   NW1/2NE1/4, NE1/2NW1/4, Sec. 33
   Containing approximately 355 acres
7. **Parcel G** (Construction Laydown Area)
   
   T1N, R41E, P.M.M.: Portion of the N\(^\frac{1}{4}\), Sec. 3
   
   Lying easterly of State Highway 315
   Containing approximately 77 acres

8. **Parcel H** (Bottom Ash Disposal Area)
   
   T1N, R41E, P.M.M.: Portion of the N\(^\frac{3}{4}\)NE\(^\frac{1}{4}\), Sec. 2
   T2N, R41E, P.M.M.: Portion of the S\(^\frac{1}{2}\) of Sec. 35
   
   Containing approximately 125 acres

9. **Parcel J** (Nichols Intake Pumping Site)
   
   T6N, R39E, P.M.M.: Portion of NW\(^2\), Sec. 24
   Certificate of Survey 6100 and a
   Portion of SW\(^2\), Sec. 13
   
   Containing in all 36.67 Acres.
AMENDMENT NO. 1 TO THE
COMMON FACILITIES AGREEMENT

This Amendment No. 1, dated as of January 21, 1992, is made to that certain Common Facilities Agreement entered into as of May 6, 1981, by THE MONTANA POWER COMPANY, PUGET SOUND POWER AND LIGHT COMPANY, PUGET COLSTRIP CONSTRUCTION COMPANY, THE WASHINGTON WATER POWER COMPANY, PORTLAND GENERAL ELECTRIC COMPANY, and PACIFIC POWER AND LIGHT COMPANY.

1. All terms defined in the Common Facilities Agreement shall have the same meanings when used in this Amendment No. 1.

2. The Common Facilities Agreement is hereby amended, effective as of May 6, 1981, as follows:

a) The first paragraph of Page 1 of the Common Facilities Agreement is deleted and the following paragraph is inserted in lieu thereof:

"This Agreement is made as of the 6th day of May, 1981, by and between the following parties: THE MONTANA POWER COMPANY, a Montana corporation ("Montana"); PUGET SOUND POWER AND LIGHT COMPANY, a Washington corporation ("Puget"); THE WASHINGTON WATER POWER COMPANY, a Washington corporation ("Water Power"); PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation ("Portland"); and PACIFIC POWER AND LIGHT COMPANY, now PACIFICORP, an Oregon corporation ("Pacific")."

b) Subsection 1(f) is deleted and the following Subsection is inserted in lieu thereof:

"(f)" "Owners" means Montana, Puget, Water Power, Portland, and Pacific, and shall include their successors and assigns of an ownership interest in the Project or any part thereof."

c) Section 2 is deleted and the following Section is inserted in lieu thereof:

"2. TERM

This agreement shall be effective and binding when executed by Montana, Puget, Water Power, Portland and Pacific. This agreement shall continue until the end of (a) the term of the #1 and #2 Owners Agreement or (b) the term of the #3 and #4 Owners Agreement; whichever occurs first, provided, however, that Section 10 hereof shall survive until the end of the term of
both the #1 and #2 Owners Agreement and the #3 and #4 Owners Agreement."  

d) Section 5 is deleted and the following section is inserted in lieu thereof:

"5. COST ALLOCATION

The costs of construction, operation and maintenance of the Common Facilities shall be allocated between the Colstrip Units #1 and #2 and Colstrip Units #3 and #4 in the portion provided in Exhibit A to this amendment, as modified from time to time. The costs of construction of these agreed Common Facilities were negotiated and settled between Colstrip Units #1 and #2 and Colstrip Units #3 and #4 and resulted in a payment of $5,340,213 which includes carrying charges to May 1, 1989, to the Colstrip #1 and #2 Owners by Portland, Water Power, and Pacific. This settlement also recognizes Puget's and Montana's share of Units #3 and #4.

A Committee may at any time propose to the Committees a revised method of allocating operation and maintenance costs which it believes is more equitable than the initial allocation herein provided. Each Committee shall use every effort in good faith to negotiate such revised method of allocating operation and maintenance costs and shall proceed under Section 9 if such effort does not result in agreement."

e) To Section 13, add the following:

"(e) Exhibit A, attached to this Amendment No. 1, is substituted for Exhibit A referenced in Section 3, Section 5 and Section 7(b).

3. The Common Facilities Agreement, as amended by this Amendment No. 1, remains in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 is several counterparts.

THE MONTANA POWER COMPANY

By ____________________________

Its ____________________________

ATTEST:

______________________________

Asst. Secretary

15-13
ATTEST:

Asst. Secretary

THE WASHINGTON WATER POWER COMPANY

By ____________________

Its ____________________

ATTEST:

Asst. Secretary

PORTLAND GENERAL ELECTRIC COMPANY

By ____________________

Its ____________________

ATTEST:

Asst. Secretary

PACIFICORP, doing business as PACIFIC POWER AND LIGHT COMPANY

By ____________________

Its ____________________

ATTEST:

Corporate Secretary

15-13
PUGET SOUND POWER AND LIGHT COMPANY

By __________________________

Its __________________________

ATTEST:

______________________________
Asst. Secretary

THE WASHINGTON WATER POWER COMPANY

By ____________________________

Its ____________________________

VICE PRESIDENT POWER SUPPLY

ATTEST:

______________________________
Asst. Secretary

PORTLAND GENERAL ELECTRIC COMPANY

By ____________________________

Its ____________________________

ATTEST:

______________________________
Asst. Secretary

PACIFICORP, doing business as PACIFIC POWER AND LIGHT COMPANY

By ____________________________

Its ____________________________

ATTEST:

______________________________
Corporate Secretary
ATTEST:

Asst. Secretary

PUGET SOUND POWER AND LIGHT COMPANY

By ______________________
Its ______________________

THE WASHINGTON WATER POWER COMPANY

By ______________________
Its ______________________

PORTLAND general ELECTRIC COMPANY

By Peggy Y. Fowler
Its Vice President of Power

PACIFICORP, doing business as PACIFIC POWER AND LIGHT COMPANY

By ______________________
Its ______________________

ATTEST:

Corporate Secretary

15-13
ATTEST:

Asst. Secretary

PUGET SOUND POWER AND LIGHT COMPANY

By ______________________

Its ______________________

ATTEST:

Asst. Secretary

THE WASHINGTON WATER POWER COMPANY

By ______________________

Its ______________________

ATTEST:

Asst. Secretary

PORTLAND GENERAL ELECTRIC COMPANY

By ______________________

Its ______________________

ATTEST:

Asst. Secretary

PACIFICORP, doing business as PACIFIC POWER AND LIGHT COMPANY

By ______________________

Its vice President

Exh. RJR-12
32 of 38
### EXHIBIT "A" TO COMMON FACILITIES AGREEMENT

<table>
<thead>
<tr>
<th>FACILITY DESCRIPTION</th>
<th>Cost Allocations Per Article 5</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Facility Ownership Allocation</td>
</tr>
<tr>
<td></td>
<td>Originally Funded By Project:</td>
</tr>
<tr>
<td></td>
<td>(Per Article 3) To Project:</td>
</tr>
<tr>
<td></td>
<td>To Left By Following Fractional</td>
</tr>
<tr>
<td></td>
<td>Replacement, Ownership, &amp; O&amp;M To</td>
</tr>
<tr>
<td></td>
<td>Common Areas and Other Areas</td>
</tr>
<tr>
<td></td>
<td>Fire Pumps Shared</td>
</tr>
<tr>
<td></td>
<td>No Sharing For Other Areas</td>
</tr>
<tr>
<td></td>
<td>Basis By Project:</td>
</tr>
<tr>
<td>1. Sewer System</td>
<td>x</td>
</tr>
<tr>
<td>2. Fire Protection</td>
<td>System Installed by Units #1 &amp; #2 (Allowance for #3 &amp; #4 Connection)</td>
</tr>
<tr>
<td></td>
<td>x</td>
</tr>
<tr>
<td>3. Fire Pump &amp; Fire</td>
<td>Protection System Installed by Units #3 &amp; #4</td>
</tr>
<tr>
<td></td>
<td>---</td>
</tr>
<tr>
<td>4. Garage &amp; Warehouse</td>
<td>(Units #1 &amp; #2)</td>
</tr>
<tr>
<td></td>
<td>x</td>
</tr>
<tr>
<td>5. Meteorological</td>
<td>Structures</td>
</tr>
<tr>
<td></td>
<td>x</td>
</tr>
<tr>
<td>6. Air Quality Monitoring Structures (Excluding Indian Reservation)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>x</td>
</tr>
<tr>
<td>7. Coal Handling Crew Facilities (Units #1 &amp; #2)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>x</td>
</tr>
<tr>
<td>8. Portable Dredge</td>
<td>x</td>
</tr>
<tr>
<td>9. Diesel Fuel Storage</td>
<td>x</td>
</tr>
<tr>
<td>10. Gasoline Storage</td>
<td>x</td>
</tr>
<tr>
<td>11. Waste Oil Storage</td>
<td>---</td>
</tr>
<tr>
<td>12. 115 kV Start-up Transmission Line (Switchyard to Common Connection)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>x</td>
</tr>
<tr>
<td>13. Truck Scale</td>
<td>x</td>
</tr>
</tbody>
</table>

**WJM2-3**
<table>
<thead>
<tr>
<th>Facility Description</th>
<th>Cost Allocations Per Article 5</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Facility Ownership Allocation (Per Article 3)</td>
<td>Original Costs To Be Reallocated As Per Columns To Left</td>
</tr>
<tr>
<td></td>
<td>Funded By Product:</td>
<td>To Project:</td>
</tr>
<tr>
<td>FACILITY DESCRIPTION</td>
<td>162</td>
<td>354</td>
</tr>
<tr>
<td>14. Fly Ash Pond Pump House (Excluding Process Equipment)</td>
<td>x</td>
<td>---</td>
</tr>
<tr>
<td>15. Drainage and Runoff Retention</td>
<td>x</td>
<td>---</td>
</tr>
<tr>
<td>16. River Pumping Station &amp; Facility (Including):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Intake Canal &amp; Structure</td>
<td>x</td>
<td>---</td>
</tr>
<tr>
<td>b. Pumps (Excluding Labor) Furnished by Units #1 &amp; #2</td>
<td>x</td>
<td>---</td>
</tr>
<tr>
<td>c. Other Mechanical (Excluding Pumps but Including Labor &amp; Electrical Equipment Furnished by Units #1 &amp; #2)</td>
<td>x</td>
<td>---</td>
</tr>
<tr>
<td>d. Cyclone &amp; Auxil. Pump at River</td>
<td>---</td>
<td>x</td>
</tr>
<tr>
<td>e. River Pumps, Other Mechanical &amp; Elec. Equip. Furnished by Units #3 &amp; #4</td>
<td>---</td>
<td>x</td>
</tr>
<tr>
<td>7. Coal Handling Fac. Including:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Concrete Tunnel</td>
<td>x</td>
<td>---</td>
</tr>
<tr>
<td>b. Receiving Hoppers</td>
<td>x</td>
<td>---</td>
</tr>
<tr>
<td>c. Conveyor #6</td>
<td>x</td>
<td>---</td>
</tr>
<tr>
<td>d. Sampler</td>
<td>x</td>
<td>---</td>
</tr>
<tr>
<td>Dust Collectors #2 &amp; #3</td>
<td>x</td>
<td>---</td>
</tr>
</tbody>
</table>

WJM2-3
**EXHIBIT "A" TO COMMON FACILITIES AGREEMENT**

<table>
<thead>
<tr>
<th>FACILITY DESCRIPTION</th>
<th>Cost Allocations Per Article 5</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Facility Originally Funded</td>
</tr>
<tr>
<td></td>
<td>By Product:</td>
</tr>
<tr>
<td>1 &amp; 2</td>
<td>162</td>
</tr>
<tr>
<td>3 &amp; 4</td>
<td>162</td>
</tr>
</tbody>
</table>

**8. Surge Pond Structure and Equipment Including:**

<table>
<thead>
<tr>
<th></th>
<th>x</th>
<th>---</th>
<th>.3186</th>
<th>.6814</th>
<th>x</th>
<th>---</th>
<th>.3186</th>
<th>.6814</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Pond</td>
<td></td>
<td></td>
<td>0.3186</td>
<td>0.6814</td>
<td>x</td>
<td></td>
<td>0.3186</td>
<td>0.6814</td>
</tr>
<tr>
<td>b. Structures</td>
<td></td>
<td></td>
<td>0.3186</td>
<td>0.6814</td>
<td>x</td>
<td></td>
<td>0.3186</td>
<td>0.6814</td>
</tr>
<tr>
<td>c. Mechanical and Electrical Equip. Furnished by Units #1 &amp; #2</td>
<td></td>
<td>---</td>
<td>0.6593</td>
<td>0.3407</td>
<td>x</td>
<td>---</td>
<td>0.3186</td>
<td>0.6814</td>
</tr>
<tr>
<td>d. Mechanical and Electrical Equip. Furnished by Units #3 &amp; #4</td>
<td>---</td>
<td>x</td>
<td>0.0000</td>
<td>1.0000</td>
<td>---</td>
<td>---</td>
<td>0.3186</td>
<td>0.6814</td>
</tr>
<tr>
<td>e. Cutoff Wall #1</td>
<td>x</td>
<td>---</td>
<td>0.3186</td>
<td>0.6814</td>
<td>x</td>
<td>---</td>
<td>0.3186</td>
<td>0.6814</td>
</tr>
<tr>
<td>f. Cutoff Wall #2</td>
<td>x</td>
<td>---</td>
<td>0.3186</td>
<td>0.6814</td>
<td>x</td>
<td>---</td>
<td>0.3186</td>
<td>0.6814</td>
</tr>
<tr>
<td>g. Surge Pond Control Cable Replacement</td>
<td>---</td>
<td>x</td>
<td>0.3186</td>
<td>0.6814</td>
<td>---</td>
<td>x</td>
<td>0.3186</td>
<td>0.6814</td>
</tr>
<tr>
<td>9. Environmental Lab in Scrubber Area</td>
<td>---</td>
<td>x</td>
<td>0.5000</td>
<td>0.5000</td>
<td>---</td>
<td>x</td>
<td>0.4208</td>
<td>0.5792</td>
</tr>
<tr>
<td>10. Converted Construction Buildings</td>
<td>---</td>
<td>x</td>
<td>0.2000</td>
<td>0.8000</td>
<td>---</td>
<td>x</td>
<td>0.2000</td>
<td>0.8000</td>
</tr>
<tr>
<td>1. #1 &amp; #2 Admin. Bldg.</td>
<td>x</td>
<td>---</td>
<td>0.5000</td>
<td>0.5000</td>
<td>x</td>
<td>---</td>
<td>0.5000</td>
<td>0.5000</td>
</tr>
<tr>
<td>2. #3 &amp; #4 Admin. Bldg.</td>
<td>---</td>
<td>x</td>
<td>0.3000</td>
<td>0.7000</td>
<td>---</td>
<td>x</td>
<td>0.3000</td>
<td>0.7000</td>
</tr>
</tbody>
</table>

**Includes:**

- a. Repair Shop
- b. Telephone Room
- c. Electric Shop Chem Lab
EXHIBIT "A" TO COMMON FACILITIES AGREEMENT

<table>
<thead>
<tr>
<th>FACILITY DESCRIPTION</th>
<th>Facility Originally Funded</th>
<th>Facility Ownership Allocation (Per Article 3)</th>
<th>Original Costs To Be Reallocated As Per Columns To Left By Payment To Project:</th>
<th>Future Costs Of Replacement, Ownership, &amp; O&amp;M To Shared On Following Fractional Basis By Project:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excludes:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Aux Boiler</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Heating Boiler</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Water Treatment Area</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>23. Machine Shop, I&amp;C Shop, &amp; Chem Lab (Units #1 &amp; #2)</td>
<td>x</td>
<td>---</td>
<td>.5000</td>
<td>.5000</td>
</tr>
<tr>
<td>24. New Warehouse and Offices</td>
<td>x</td>
<td>x</td>
<td>.4000</td>
<td>.6000</td>
</tr>
<tr>
<td>25. Environmental Bldg.</td>
<td>x</td>
<td>x</td>
<td>.4000</td>
<td>.6000</td>
</tr>
<tr>
<td>26. Paving Parking Areas &amp; Roads</td>
<td>x</td>
<td>x</td>
<td>.3168</td>
<td>.6814</td>
</tr>
<tr>
<td>27. Ant Security &amp; Fencing</td>
<td>x</td>
<td>x</td>
<td>.3186</td>
<td>.6814</td>
</tr>
<tr>
<td>28. Yard Lighting</td>
<td>x</td>
<td>x</td>
<td>.3186</td>
<td>.6814</td>
</tr>
<tr>
<td>29. Telephone Equipment</td>
<td>x</td>
<td>x</td>
<td>.3186</td>
<td>.6814</td>
</tr>
<tr>
<td>30. Plant Landscaping</td>
<td>x</td>
<td>x</td>
<td>.3186</td>
<td>.6814</td>
</tr>
<tr>
<td>31. Cathodic Protection for River Pipeline</td>
<td>x</td>
<td>x</td>
<td>.3186</td>
<td>.6814</td>
</tr>
<tr>
<td>32. ATR</td>
<td>---</td>
<td>x</td>
<td>.3186</td>
<td>.6814</td>
</tr>
<tr>
<td>33. River Water Pipeline to Surge Pond Furnished by Units #1 &amp; #2</td>
<td>x</td>
<td>---</td>
<td>.8632</td>
<td>.1368</td>
</tr>
<tr>
<td>34. River Water Pipeline to Surge Pond Furnished by Units #3 and #4</td>
<td>---</td>
<td>x</td>
<td>.0000</td>
<td>1.0000</td>
</tr>
<tr>
<td>35. Cathode Plant Diment Pond</td>
<td>---</td>
<td>x</td>
<td>.3186</td>
<td>.6814</td>
</tr>
<tr>
<td>FACILITY DESCRIPTION</td>
<td>Cost Allocations Per Article 5</td>
<td>Future Costs Of</td>
<td>Replacement, Ownership, &amp; O&amp;M To</td>
<td></td>
</tr>
<tr>
<td>--------------------------------------------------------------------------------------</td>
<td>-------------------------------</td>
<td>-----------------</td>
<td>----------------------------------</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Facility Originally Funds By Product</td>
<td>Facility Ownership Allocation (Per Article 3)</td>
<td>Be Reallocated As Per Columns To Left</td>
<td>Shared On Following Payment Basis By Project</td>
</tr>
<tr>
<td></td>
<td>x</td>
<td>x</td>
<td>.3186</td>
<td>.6814</td>
</tr>
<tr>
<td>37. Gas Bottle Storage Rack</td>
<td>x</td>
<td>x</td>
<td>.3186</td>
<td>.6814</td>
</tr>
<tr>
<td>38. All Vehicles Identified on the Colstrip Project Division Vehicle with Assigned Number from 3700 to 3999</td>
<td>x</td>
<td>x</td>
<td>.5000</td>
<td>.5000</td>
</tr>
<tr>
<td>39. Major Mobile Equipment as Identified on the Colstrip Project Division Equipment with an Assigned Number from 4000 to 4099</td>
<td>x</td>
<td>x</td>
<td>.5000</td>
<td>.5000</td>
</tr>
<tr>
<td>40. Miscellaneous portable &amp; mobile equipment on the Colstrip Project Division Equipment with Assigned Number from 4200 to 4399</td>
<td>x</td>
<td>x</td>
<td>.5000</td>
<td>.5000</td>
</tr>
<tr>
<td>41. Machine Shop Equip.</td>
<td>x</td>
<td>x</td>
<td>.5000</td>
<td>.5000</td>
</tr>
<tr>
<td>42. Scaffolding</td>
<td>x</td>
<td>x</td>
<td>.5000</td>
<td>.5000</td>
</tr>
<tr>
<td>43. Warehouse Equipment as Identified on the Colstrip Project Division Equipment with Assigned Number from 4400 to 4499</td>
<td>x</td>
<td>x</td>
<td>.5000</td>
<td>.5000</td>
</tr>
</tbody>
</table>
EXHIBIT "A" TO COMMON FACILITIES AGREEMENT

<table>
<thead>
<tr>
<th>FACILITY DESCRIPTION</th>
<th>Cost Allocations Per Article 5</th>
<th>Original Costs To Be Reallocated As Per Columns</th>
<th>Facility Ownership Allocation (Per Article 3)</th>
<th>Replacement, Ownership, &amp; O&amp;M To Shared On Following Fractional Payment To Project:</th>
<th>To Project:</th>
<th>Basis By Project:</th>
</tr>
</thead>
<tbody>
<tr>
<td>44. Laboratory and Special Test Equip.</td>
<td>1&amp;2</td>
<td>3&amp;4</td>
<td>1&amp;2</td>
<td>3&amp;4</td>
<td>1&amp;2</td>
<td>3&amp;4</td>
</tr>
<tr>
<td>x</td>
<td>x</td>
<td>.5000</td>
<td>.5000</td>
<td>---</td>
<td>---</td>
<td>.4208</td>
</tr>
<tr>
<td>45. Furniture</td>
<td>x</td>
<td>x</td>
<td>.3868</td>
<td>.6132</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>46. Land as Described in Exhibit B</td>
<td>x</td>
<td>---</td>
<td>.3186</td>
<td>.6814</td>
<td>x</td>
<td>---</td>
</tr>
<tr>
<td>attached hereto</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>