

APPENDIX A

1. All documents, data, information, studies, including the form of easement submitted on August 27, 2019, and other matters furnished pursuant to any discovery procedures or cross-examination which is identified by CRW II as confidential (*hereinafter*, Confidential Information) shall be furnished to Intervenor Attorney(ies) and shall be treated by Intervenor Attorney(ies) as proprietary and confidential information in accordance with this Order.

2. Confidential Information shall not be used or disclosed except for purposes of this proceeding; and, therefore, access to the Confidential Information is authorized *solely* for the purposes of presenting evidence, cross-examination, or argument in this proceeding and shall not be used or relied upon for any other purpose. Prior to receiving Confidential Information, Intervenor Attorney(ies) must execute the attached Exhibit A protective agreement, and provide CRW II with an executed copy. By executing the Exhibit A, Intervenor Attorney(ies) agrees to fully comply with and be bound by the terms of this Order.

3. Intervenor Attorney(ies) may incorporate or store, or may cause to be incorporated or stored, such Confidential Information in any electronic data base as may be reasonably necessary to render professional services in connection with this proceeding.

4. To the extent that reference is made to any Confidential Information by Intervenor Attorney(ies) during any aspect of this proceeding, including but not limited to motions, briefs, arguments, direct testimony, cross-examination, rebuttal, and proposed offers of proof, any public reference to the Confidential Information shall either be solely

by title or exhibit reference or in such a manner as to not unnecessarily disclose the Confidential Information, and the disclosure of the Confidential Information shall be limited to the Staff and Commissioners of the South Dakota Public Utilities Commission and the attorneys of CRW II. To the extent that reference is made to any Confidential Information by Intervenor Attorney(ies) in oral testimony, cross-examination, or argument, it shall be on such prior notice as is feasible to CRW II, and, in any event, with sufficient notice to clear the hearing room of persons not bound by this Order. "Public reference" means a reference that will not be placed in the sealed portion of the record. That part of the record of this proceeding containing Confidential Information, including all exhibits, writings, direct testimony, cross-examination, argument, response to discovery procedures, and the like, shall be sealed for all purposes other than as may be further ordered by the South Dakota Public Utilities Commission.

5. Intervenor Attorney(ies), after having been afforded access to Confidential Information, shall neither use nor disclose the Confidential Information for business, commercial, or competitive purposes, or for *any* purpose other than solely for the preparation for and the conduct of this proceeding and any following administrative or judicial review, and then only under the terms of this Order. Intervenor Attorney(ies) is/are afforded access to any Confidential Information by reason of this Order and shall keep the Confidential Information secure from access from others, including the public.

6. The parties affected by the terms of this Order retain the right to question, challenge, or object to the production, non-production, admissibility, or inadmissibility of any and all data, information, studies, and other matters requested or furnished under the terms of this agreement in response to discovery procedures or cross-examination on any

lawful ground. If the parties are unable to resolve differences of this nature, the appropriate party may, pursuant to the rules of the South Dakota Public Utilities Commission, request that the Commission determine whether the data, information, studies, and other matters are inadmissible, subject to protection, or discoverable.

7. Upon completion of this proceeding, including any administrative or judicial review, or upon the termination of this Order or its becoming void for any reason, each copy of the Confidential Information made available or made under the terms of this Order shall be destroyed or returned to CRW II, and all notes or records concerning the Confidential Information shall be destroyed. Any Confidential Information received during this proceeding shall be permanently erased from any electronic data base incorporating or storing such Confidential Information. Within ten calendar days of completion of this proceeding, Intervenor Attorney(ies) shall certify in writing that all Confidential Information in his possession was either returned to CRW II and/or destroyed.

8. Nothing in this Order shall prevent or otherwise restrict Intervenor Attorney(ies) from rendering advice to their clients-Intervenors, and in the course thereof, relying generally on the examination of Confidential Information; provided, however, that in rendering such advice and otherwise communicating with the Intervenors, counsel shall not make specific disclosure of any item so designated.