

EXHIBIT B

1. Impacted South Dakota Telecommunications Association (“SDTA”) Member companies and SCS Carbon Transport (“SCS”) shall identify employee(s) or other representative(s) as their point for matters related to pipeline crossings or activities.
2. SDTA Member company and SCS shall work together to identify locations where Pipeline and Communications Facilities will cross or otherwise be sufficiently close as to require damage mitigation and/or safety precautions. (herein “Impacted Areas.”)
3. Where Pipeline and Communications Facilities will cross, the parties will work together to address construction issues and may enter into an agreement with respect to Impacted Areas affecting an SDTA member. Such a collaboration may result in a letter of no objection or a separate crossing agreement, as determined by the Parties in each instance. The terms of this Agreement may be incorporated into any crossing agreement.
4. For all Impact Areas, the Parties shall: (i) Discuss engineering specifications, construction plans, and methods of construction taking into account the risks and benefits to the Communications Facilities and Pipeline, feasibility, governing engineering principles, and the reasonable need to accommodate present or proposed infrastructure and (ii) Agree upon damage prevention plans where applicable.
5. Pipeline construction shall not begin in any Impact Area until after the Parties agree on damage prevention plans and/or enter into a separate letter of no objection or acceptable crossing agreement where applicable. For purposes of this Agreement, construction includes any installation, excavation, or demolition work in the Impact Area.
6. If the Parties cannot agree upon crossing details, the Parties shall mutually agree upon an independent third party who is a licensed engineer in South Dakota with experience in similar crossings who shall, with input from both Parties, finally resolve any disputes between the parties with respect to any of the crossing details associated with the crossing. The retention and decision of such independent third-party licensed engineer, which shall be binding upon the parties, must be accomplished in a timely manner so that construction is not delayed. The Parties shall share equally all fees and costs of the independent third-party engineer.
7. SCS shall provide not less than seven (7 calendar days) advance notice to Impacted SDTA Member of anticipated construction in Impact Area. Thereafter, SCS shall provide not less than 24 hours written notice to Impacted SDTA Member before construction begins in Impact Area.

8. SDTA Member shall have the right, in its sole discretion, but not the obligation, to provide a representative when any construction, excavation, or demolition work is done in the Impact Area. The presence or absence of an SDTA Representative on site does not in any way nor to any extent relieve SCS of responsibility or liability for any damages resulting from the work and presence of SCS in the Impact Area.
9. Upon request from SDTA Member, SCS shall provide safety training for SDTA Member Company employees that covers both normal operating and emergency procedures.
10. Except in the event of emergency repairs, SCS will provide Impacted SDTA Member with not less than 24 hour advance written notice for any future activity (including maintenance) in the Impact Area. In the event of an emergency, SCS shall notify Impacted SDTA Member as soon as practical.
11. SCS shall comply with typical industry standards for pipeline construction and follow South Dakota's One-Call damage prevention rules and other statutes, regulations, ordinances, and other rules of general application.
12. Any construction cost incurred by SDTA Member to accommodate construction of the SCS pipeline shall be paid by SCS.
13. SCS agrees it will not prohibit, impede, impose unreasonable conditions, or seek a crossing fee from SDTA Member in the event SDTA Member must place facilities adjacent to, above, or below the Pipeline in the future.
14. The terms of this Agreement shall apply during all times the Pipeline is operational and not solely for the purpose of Pipeline construction.