U.S. Department
of Transportation
**Pipeline and Hazardous
Materials Safety
Administration**

1200 New Jersey Avenue, SE
Washington, DC 20590

December 16, 2025

VIA ELECTRONIC MAIL TO: dan.furbee@amplifyenergy.com

Mr. Daniel Furbee
Chief Executive Officer
Amplify Energy Corp.
111 Ocean Boulevard, Suite 1240
Long Beach, California 90802

CPF No. 5-2023-011-NOPV

Dear Mr. Furbee:

Enclosed please find a Consent Order incorporating the terms of the Consent Agreement between the Pipeline and Hazardous Materials Safety Administration (PHMSA) and Beta Offshore, which was executed on December 10, 2025. Service of the Consent Order and Consent Agreement by electronic mail is deemed effective upon the date of transmission and acknowledgement of receipt, or as otherwise provided under 49 CFR § 190.5.

Thank you for your cooperation in this matter.

Sincerely,

LINDA GAIL DAUGHERTY
Digitally signed by LINDA GAIL DAUGHERTY
Date: 2025.12.15 17:35:45 -05'00'

Linda Daugherty
Acting Associate Administrator
for Pipeline Safety

Enclosure: Consent Order and Consent Agreement

cc: Dustin Hubbard, Director, Western Region, Office of Pipeline Safety, PHMSA
Brianne Kurdock, Esq., Babst Calland bkurdock@babstcalland.com
Eric Willis, General Counsel, Amplify Energy Corp., eric.willis@amplifyenergy.com

U.S. DEPARTMENT OF TRANSPORTATION
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION
OFFICE OF PIPELINE SAFETY
WASHINGTON, D.C. 20590

In the Matter of	)	
Beta Offshore	)	**CPF No. 5-2023-011-NOPV**
a subsidiary of Amplify Energy Corp.	)	
Respondent.	)	

CONSENT ORDER

By letter dated April 6, 2023, the Pipeline and Hazardous Materials Safety Administration (PHMSA), Office of Pipeline Safety (OPS), issued a Notice of Probable Violation, Proposed Civil Penalty and Proposed Compliance Order (Notice) to Beta Offshore, a subsidiary of Amplify Energy Corp. (Beta or Respondent).

In response to the Notice, Respondent requested a hearing on Items 1 through 9 (Response). On May 8, 2024, Respondent and PHMSA (the Parties) participated in an administrative hearing in Lakewood, Colorado before PHMSA's Presiding Official. Prior to and continuing after the hearing, the parties participated in settlement discussions regarding the issues in dispute. As a result of those discussions, as explained in more detail below, the Parties have agreed to a Consent Agreement by which PHMSA makes findings of violation, includes modified compliance terms, acknowledges corrective actions by Respondent, and assesses a civil penalty of **$2,000,000.**

Accordingly, the Consent Agreement is hereby approved and incorporated by reference into this Consent Order. Beta is hereby ordered to comply with the terms of the Consent Agreement pursuant to its terms. Pursuant to 49 U.S.C. § 60101, *et seq*., failure to comply with this Consent Order may result in the assessment of civil penalties as set forth in 49 U.S.C. § 60122 and 49 CFR § 190.223, or in referral to the Attorney General for appropriate relief in a district court of the United States.

The terms and conditions of this Consent Order are effective upon service in accordance with 49 CFR § 190.5.

LINDA GAIL DAUGHERTY
Digitally signed by LINDA GAIL DAUGHERTY
Date: 2025.12.15 17:37:18 -05'00'

Linda Daugherty
Acting Associate Administrator
for Pipeline Safety

December 16, 2025
Date Issued

U.S. DEPARTMENT OF TRANSPORTATION
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION
OFFICE OF PIPELINE SAFETY
WASHINGTON, D.C. 20590

In the Matter of	)	
Beta Offshore	)	**CPF No. 5-2023-011-NOPV**
a subsidiary of Amplify Energy Corp.	)	
Respondent.	)	

CONSENT AGREEMENT

On October 1, 2021, the San Pedro Bay Pipeline (the Pipeline), operated by Beta Operating Company, LLC d/b/a Beta Offshore (Beta or Respondent), a subsidiary of Amplify Energy Corp., ruptured spilling approximately 588 barrels of crude oil into Federal waters off the coast of Southern California (the Accident).[1] The Pipeline is a 17.79-mile, 16-inch hazardous liquid transmission pipeline that transports crude oil from Platform Elly, an offshore oil platform in the San Pedro Bay in Federal waters off the coast of Southern California, to Beta Pump Station in Long Beach, California. The Pipeline runs along the seafloor until reaching the Long Beach breakwater, where it is buried.

On October 3 through 22, 2021, pursuant to 49 U.S.C. § 60117, representatives of the Pipeline and Hazardous Materials Safety Administration (PHMSA), Office of Pipeline Safety (OPS), responded to the failure site to conduct an accident investigation.

As a result of that investigation, on April 6, 2023, the Director, Western Region, OPS (Director), issued a Notice of Probable Violation, Proposed Compliance Order and Proposed Civil Penalty (Notice) to the Respondent. In accordance with 49 CFR § 190.207, PHMSA alleged that Beta had committed 9 violations of 49 CFR Part 195 (Items 1, 2, 3, 4, 5, 6, 7, 8, and 9) related to its response to the Accident. PHMSA proposed a total civil penalty of $3,389,734 for these Items and proposed ordering Respondent to take certain measures to correct the alleged violations. The Notice also included a warning item (Item 10).

[1] The National Transportation Safety Board investigated the accident and determined that the initial cause of the spill was the result of anchors dragged by two cargo ships that hit the pipeline on the seafloor. National Transportation Safety Board, "Anchor Strike of Underwater Pipeline and Eventual Crude Oil Release," MIR-24-01, Secs. 3.1.4 & 3.1.5 (Oct. 1, 2021)(Finding that "[a]s a result of the winds and seas generated by a strong cold front, the containerships *Beijing* and *MSC Danit* dragged anchor, and the anchors struck, displaced, and damaged the San Pedro Bay Pipeline…[a]lthough both ships' anchors struck, damaged, and displaced the pipeline, the *MSC Danit* anchor's contact with the San Pedro Bay Pipeline was the initiating event that led to the eventual crude oil release.").

On May 12, 2023, Beta filed a timely response to the Notice. Beta contested the allegations and requested an informal conference, or alternatively, an administrative hearing.

On November 14, 2023, Respondent and PHMSA (collectively, the Parties) participated in an informal conference in Lakewood, Colorado to discuss the issues. The parties were unable to resolve the issues at that time.

On May 8, 2024, the Parties participated in an administrative hearing in Lakewood, Colorado before PHMSA's Presiding Official (the Hearing). Respondent filed post-hearing briefing on June 7, 2024, and a reply brief on August 7, 2024. OPS filed a Region Recommendation on July 8, 2024.

On March 27, 2025, the Parties were informed that the Presiding Official that presided over the Hearing had left the agency, and on May 14, 2025 a new Presiding Official was assigned to this matter.

On May 29, 2025, PHMSA revised its Policy for calculating proposed civil penalties in pipeline enforcement proceedings.[2] Under the new policy, which applies to pending cases such as this one, OPS must calculate the penalty using the Civil Penalty Worksheet in effect at the time a violation occurs, not when a case is brought. As a result, on June 3, 2025, PHMSA revised the proposed civil penalty in this matter from $3,389,734 to $3,161,934.

Throughout this proceeding, the Parties have met several times to discuss a potential settlement. As a result of these discussions, the Parties have agreed to resolve this matter via consent order and agreement. Having agreed that settlement of this proceeding will avoid further administrative proceedings and litigation and will serve the public interest by promoting safety and protection of the environment, pursuant to 49 U.S.C. § 60101, et seq. and 49 CFR Part 190, and upon consent and agreement, the Parties hereby agree as follows:

I. <u>General Provisions</u>

1. Respondent acknowledges that as the operator of the pipeline facilities subject to the Notice, Respondent and its referenced pipeline facilities are subject to the jurisdiction of the Federal pipeline safety laws, 49 U.S.C. § 60101, *et seq.*, and the regulations and administrative orders issued thereunder. For purposes of this Consent Agreement (Agreement), Respondent acknowledges that it received proper notice of PHMSA's action in this proceeding and that the Notice states claims upon which relief may be granted pursuant to 49 U.S.C. § 60101, *et seq.*, and the regulations and orders issued thereunder.

2. After Respondent returns this signed Agreement to PHMSA, the Agency's representative will present it to the Associate Administrator for Pipeline Safety, recommending that the Associate Administrator adopt the terms of this Agreement by issuing an administrative order

[2] *See* Policy for Calculating Proposed Civil Penalties in Pipeline Safety Enforcement Proceedings, May 20, 2025, *available at* https://www.phmsa.dot.gov/regulatory-compliance/phmsa-guidance/phmsa-policy-calculating-proposed-civil-penalties-pipeline.

(Consent Order) incorporating the terms of this Agreement. The terms of this Agreement constitute an offer of settlement until accepted by the Associate Administrator. Once accepted, the Associate Administrator will issue a Consent Order incorporating the terms of this Agreement.

3. Respondent consents to the issuance of the Consent Order, and hereby waives any further procedural requirements with respect to its issuance. Respondent waives all rights to contest the adequacy of notice, or the validity of the Consent Order or this Agreement, including all rights to administrative or judicial hearings or appeals, except for the Dispute Resolution provisions set forth herein. Respondent agrees to notify the Presiding Official that the parties have resolved this matter via Consent Agreement.

4. This Agreement shall apply to and be binding upon PHMSA and Respondent, its officers, directors, and employees, and its successors, assigns, or other entities or persons otherwise bound by law. Respondent agrees to provide a copy of this Agreement and any incorporated work plans and schedules to all of Respondent's officers, employees, and agents whose duties might reasonably include compliance with this Agreement.

5. This Agreement constitutes the final, complete and exclusive agreement and understanding between the Parties with respect to the settlement embodied in this Agreement. The Parties acknowledge that there are no representations, agreements or understandings relating to settlement other than those expressly contained in this Agreement, except that the terms of this Agreement may be construed by reference to the Notice.

6. Nothing in this Agreement affects or relieves Respondent of its responsibility to comply with all applicable requirements of the Federal pipeline safety laws, 49 U.S.C. § 60101, *et seq.*, and the regulations and orders issued thereunder. Nothing in this Agreement alters PHMSA's right of access, entry, inspection, and information gathering or PHMSA's authority to bring enforcement actions against Respondent pursuant to the Federal pipeline safety laws, the regulations and orders issued thereunder, or any other provision of Federal or State law.

7. For all transfers of ownership or operating responsibility of Respondent's pipeline system referenced herein, Respondent will provide a copy of this Agreement to the prospective transferee at least 30 days prior to such transfer. Respondent will provide written notice of the transfer to the Director no later than 60 days after the transfer occurs.

8. This Agreement does not waive or modify any Federal, State, or local laws or regulations that are applicable to Respondent's pipeline systems. This Agreement is not a permit, or a modification of any permit, under any Federal, State, or local laws or regulations. Respondent remains responsible for achieving and maintaining compliance with all applicable Federal, State, and local laws, regulations and permits.

9. This Agreement does not create rights in, or grant any cause of action to, any third party, not party to this Agreement. The U.S. Department of Transportation is not liable for any injuries or damages to persons or property arising from acts or omissions of Respondent or its officers, employees, or agents carrying out the work required by this Agreement. Respondent agrees to hold harmless the U.S. Department of Transportation, its officers, employees, agents,

and representatives from any and all causes of action arising from any acts or omissions of Respondent or its contractors in carrying out any work required by this Agreement.

10. Respondent neither admits nor denies any allegations or conclusions in the Notice. Respondent agrees for purposes of this Agreement to accept the allegations in the Notice as findings of violations and to comply with the terms of this Agreement.

11. Except as set forth herein, this Agreement does not constitute a finding of violation of any other federal law or regulation and may not be used in any civil proceeding of any kind as evidence or proof of any fact, fault or liability, or as evidence of a violation of any law, rule, regulation, or requirement, except in a proceeding to enforce the provisions of this Agreement.

II. Findings of Violation

12. ***Item 1 - 49 CFR § 195.52(a)***: The Notice alleged Beta failed to notify the National Response Center in accordance with 195.52(a) at the earliest practicable moment following discovery, but no later than one hour after confirmed discovery of a failure that resulted in oil being released into the San Pedro Bay. For purposes of settlement, Respondent does not contest the allegation of violation as alleged in the Notice. As such, PHMSA finds a violation of 49 CFR § 195.52(a).

13. ***Item 2 – 49 CFR § 195.401(a):*** The Notice alleged that Beta operated its pipeline at a level of safety that was lower than that required by Part 195, Subpart F – Operations and Maintenance, and the procedures required to be established under 49 CFR § 195.402(a). For purposes of settlement, Respondent does not contest the allegation of violation as alleged in the Notice. As such, PHMSA finds a violation of 49 CFR § 195.401(a).

14. ***Item 3 – 49 CFR § 195.402(a):*** The Notice alleged Beta failed to follow a manual of written procedures for each pipeline system for conducting normal operations and maintenance activities and handling abnormal operations and emergencies. For purposes of settlement, Respondent does not contest the allegation of violation as alleged in the Notice. As such, PHMSA finds a violation of 49 CFR § 195.402(a).

15. ***Item 4 – 49 CFR § 195.446(a):*** The Notice alleged Beta failed to follow its written control room management (CRM) procedures that implement the requirements of § 195.446. For purposes of settlement, Respondent does not contest the allegation of violation as alleged in the Notice. As such, PHMSA finds a violation of 49 CFR § 195.446(a).

16. ***Item 5 – 49 CFR § 195.446(a):*** The Notice alleged Beta failed to follow its CRM procedure as it related to the requirement to monitor the content and volume of general activity being directed to and required of each controller at least once each calendar year, but at intervals not exceeding 15 months. For purposes of settlement, Respondent does not contest the allegation of violation as alleged in the Notice. As such, PHMSA finds a violation of 49 CF.R. § 195.446(a).

17. ***Item 6 – 49 CFR § 195.446(b)(5):*** The Notice alleged that Beta did not define in its CRM procedures the roles, responsibilities and qualifications of others who have the authority

to direct or supersede the specific technical actions of controllers. For purposes of settlement, Respondent does not contest the allegation of violation as alleged in the Notice. As such, PHMSA finds a violation of 49 CFR § 195.446(b)(5).

18. ***Item 7 – 49 CFR § 195.446(d)(3):*** The Notice alleged Beta failed to educate controllers and supervisors in fatigue mitigation strategies and how off-duty activities contribute to fatigue, and train controllers and supervisors to recognize the effects of fatigue. For purposes of settlement, Respondent does not contest the allegation of violation as alleged in the Notice. As such, PHMSA finds a violation of 49 CFR § 195.446(d)(3).

19. ***Item 8 – 49 CFR § 195.446(h):*** The Notice alleged Beta failed to provide training to its controllers to carry out the roles and responsibilities defined by the operator. For purposes of settlement, Respondent does not contest the allegation of violation as alleged in the Notice. As such, PHMSA finds a violation of 49 CFR § 195.446(h).

20. ***Item 9 – 49 CFR § 195.505(b):*** The Notice alleged Beta failed to ensure a thorough evaluation that individuals performing covered tasks were qualified. For purposes of settlement, Respondent does not contest the allegation of violation as alleged in the Notice. As such, PHMSA finds a violation of 49 CFR § 195.505(b).

21. Items 1 through 9, will be considered by PHMSA as prior offenses in any future PHMSA enforcement action taken against Respondent for the five (5)-year period following the ***Effective Date*** of this Agreement.

III. Warning Item:

22. ***Item 10 – 49 CFR § 195.54(a):*** The Notice alleged Beta failed to file an accident report on DOT Form 7000-1 as soon as practicable but not later than 30 days after the discovery of the Failure. This Item was brought as a warning item and does not constitute a finding of violation. If OPS finds a violation of this provision in a subsequent inspection, Respondent may be subject to future enforcement action.

IV. Civil Penalty:

23. ***Item 1:*** PHMSA proposed a civil penalty in the amount of $50,200. On June 3, 2025, PHMSA reduced the proposed penalty to $46,600 as part of a change in its Civil Penalty Policy. Respondent has agreed to pay the proposed civil penalty of $46,600 for this Item.

24. ***Item 2:*** PHMSA proposed a civil penalty in the amount of $225,134. Respondent has agreed to pay the proposed civil penalty of $225,134 for this Item.

25. ***Item 3:*** PHMSA proposed a civil penalty in the amount of $1,526,800. On June 3, 2025, PHMSA reduced the proposed penalty to $1,416,900 as part of a change in its Civil Penalty Policy. For purposes of settlement, PHMSA agrees to reduce the number of instances of violation and further adjust the penalty for this Item as justice may require. As a result, the penalty is

reduced to $747,633. Respondent has agreed to pay a reduced civil penalty in the amount of $747,633 for this Item.

26. ***Item 4:*** PHMSA proposed a civil penalty in the amount of $1,228,900. On June 3, 2025, PHMSA reduced the proposed penalty to $1,140,400 as part of the agency's modifications to its Civil Penalty Policy. For the purposes of settlement, PHMSA agrees to reduce the number of instances of violation and further adjust the penalty for this Item as justice may require. As a result, the penalty is reduced to $747,633. Respondent has agreed to pay a civil penalty in the amount of $747,633 for this Item.

27. ***Item 5:*** The Notice proposed assessing a civil penalty in the amount of $50,200. On June 3, 2025, PHMSA reduced the proposed penalty to $46,600 as part of a change in its Civil Penalty Policy. Respondent has agreed to pay the proposed civil penalty of $46,600 for this Item.

28. ***Item 6:*** The Notice proposed assessing a civil penalty in the amount of $50,200. On June 3, 2025, PHMSA reduced the proposed penalty to $46,600 as part of a change in its Civil Penalty Policy. Respondent has agreed to pay the proposed civil penalty of $46,600 for this Item.

29. ***Item 7:*** The Notice proposed assessing a civil penalty in the amount of $50,200. On June 3, 2025, PHMSA reduced the proposed penalty to $46,600 as part of a change in its Civil Penalty Policy. Respondent has agreed to pay the proposed civil penalty of $46,600 for this Item.

30. ***Item 8:*** The Notice proposed assessing a civil penalty in the amount of $81,900. On June 3, 2025, PHMSA reduced the proposed penalty to $76,000 as part of a change in its Civil Penalty Policy. For the purposes of settlement, PHMSA agrees to reduce the number of instances of violation for this Item. As a result, the penalty is reduced to $46,600. Respondent has agreed to pay the proposed civil penalty of $46,600 for this Item.

31. ***Item 9:*** The Notice proposed assessing a civil penalty in the amount of $126,200. On June 3, 2025, PHMSA reduced the proposed penalty to $117,100 as part of a change in its Civil Penalty Policy. For the purposes of settlement, PHMSA agrees to reduce the number of instances of violation for this Item. As a result, the penalty is reduced to $46,600. Respondent has agreed to pay the proposed civil penalty of $46,600 for this Item.

32. Respondent shall pay an adjusted civil penalty in the amount of **$2,000,000**, pursuant to the payment instructions at 49 CFR § 190.227(a), to be paid in full no later than 20 days from the ***Effective Date*** of this Agreement.

V. Compliance Terms:

33. ***Items 2 through 5*** – PHMSA proposed certain compliance actions to address the allegations in Items 2, 3, 4 and 5 (violations of §§ 195.401(a), 195.402(a), and 195.446(a)). Respondent developed revised procedures and submitted them to PHMSA for review. PHMSA finds these revisions acceptable.

34. ***Item 6 - 49 CFR § 195.446(b)(5):*** The Notice proposed that Beta must amend its procedure for defining who has the authority and the qualifications to direct or supersede the

specific technical actions of a controller and disallow others to direct controller actions. Within **90 days** of the ***Effective Date***, Beta must provide to PHMSA for review and approval its revised procedures reflecting a detailed process for defining who has authority to direct or supersede the specific technical actions of a controller and disallowing others to direct controller actions (in any operating mode), including the circumstances in which he or she may do so, and how this practice is documented.

35. ***Item 7 – 49 CFR § 195.446(d)(3):*** The Notice proposed that Beta must provide training on fatigue risk management to all controllers and supervisors and provide a copy of the Fatigue Risk Management training materials that will be used to train all controllers and supervisors. Within **120 days** of the ***Effective Date***, Beta must provide training on fatigue risk management to all controllers and supervisors and submit a copy of the Fatigue Risk Management training materials to PHMSA.

36. ***Item 8 – 49 CFR § 195.446(h):*** The Notice proposed that Beta must amend its CRM Procedure to include the name or title of the training modules that the controllers are required to take and how often they have to take the trainings, and a detailed process for providing an opportunity for controllers to review relevant procedures in advance of their application for setups that are periodically, but infrequently used. The procedures must include who operationally collaborates with control room personnel, define the frequency of new and recurring team training, address all operational modes and operational collaboration and incorporate lessons learned from actual historical events and other oil and gas industry events. Within **90 days** of the ***Effective Date***, Beta must amend its procedures accordingly and submit the revisions to PHMSA for its review and approval.

37. Within **90 days** of PHMSA's approval of all amended procedures, Beta must provide a training simulation on all amended procedures to all facility operators, control room operators, persons-in-charge, supervisors, superintendents, and safety personnel.

38. Beta must provide records to PHMSA to demonstrate that this training has been conducted within **30 days** of training completion.

VI. Enforcement:

39. This Agreement is subject to all enforcement authorities available to PHMSA under 49 U.S.C. § 60101, *et seq*., and 49 CFR Part 190, including administrative civil penalties under 49 U.S.C. § 60122, of up to $266,015 per violation for each day the violation continues and referral of the case to the Attorney General for judicial enforcement, if PHMSA determines that Respondent is not complying with the terms of this Agreement in accordance with the determinations made by the Director, or in accordance with decisions of the Associate Administrator if resolved pursuant to the Dispute Resolution process herein. The maximum civil penalty amounts are adjusted annually for inflation. *See* 49 CFR § 190.223. All time frames to complete the compliance terms referenced in Section V (Compliance Terms) are automatically incorporated into this Agreement and are enforceable in the same manner.

VII. Review and Approval Process:

40. With respect to any submission under Section V (Compliance Terms) of this Agreement that requires the approval of the Director, the Director may: (a) approve, in whole or in part, the submission; (b) approve the submission on specified, reasonable conditions; (c) disapprove, in whole or in part, the submission; or (d) any combination of the foregoing. If the Director approves, approves in part, or approves with conditions, Respondent will take all actions as approved by the Director, subject to Respondent's right to invoke the dispute resolution procedures with respect to any conditions the Director identifies. If the Director disapproves all or any portion of the submission, the Director will provide Respondent a written notice of the deficiencies. Respondent will correct all deficiencies within the time specified by the Director and resubmit it for approval.

VIII. Dispute Resolution:

41. The Director and Respondent will informally attempt to resolve any disputes arising under this Agreement, including any decision of the Director under the terms of Section V (Compliance Terms). If Respondent and the Director are unable to informally resolve the dispute within 15 calendar days after the dispute is first raised, in writing, to the Director, Respondent may submit a written request for a determination resolving the dispute from the Associate Administrator for Pipeline Safety, PHMSA. Such request must be made in writing and provided to the Director, counsel for the Western Region, and to the Associate Administrator for Pipeline Safety, no later than 10 calendar days from the 15-day deadline for informal resolution referenced in this paragraph. Along with its request, Respondent must provide the Associate Administrator with all information Respondent believes is relevant to the dispute. Decisions of the Associate Administrator under this paragraph will constitute final agency action. The existence of a dispute and PHMSA's consideration of matters placed in dispute will not excuse, toll, or suspend any term or timeframe for completion of any work to be performed under this Agreement during the pendency of the dispute resolution process.

IX. Effective Date:

42. The term "Effective Date," as used herein, is the date on which the Consent Order is issued by the Associate Administrator, PHMSA, incorporating the terms of this Agreement.

X. Recordkeeping and Information Disclosure:

43. Unless otherwise required in this Agreement, Respondent agrees to maintain records demonstrating compliance with all requirements of this Agreement for a period of at least five (5) years following completion of all work to be performed. For any reports, plans, or other deliverables required to be submitted to PHMSA pursuant to this Agreement, Respondent may assert a claim of business confidentiality or other protections applicable to the release of information by PHMSA, covering part or all of the information required to be submitted to PHMSA pursuant to this Agreement in accordance with 49 CFR Part 7. Respondent must mark the claim of confidentiality in writing on each page and include a statement specifying the grounds for each claim of confidentiality. PHMSA determines release of any information submitted

pursuant to this Agreement in accordance with 49 CFR Part 7, the Freedom of Information Act, 5 U.S.C. § 552, DOT and PHMSA policies, and other applicable regulations and Executive Orders.

XI. Modification:

44. The terms of this Agreement may be modified by mutual agreement of the Parties. Such modifications must be in writing and signed by both parties.

XII. Termination:

45. This Agreement will remain in effect until the Civil Penalty in Section IV and Compliance Terms in Section V are deemed satisfied, as determined by the Director. The Agreement shall not terminate until the Director confirms, in writing, that the Agreement is terminated in accordance with this paragraph. Nothing in this Agreement prevents Respondent from completing any of the obligations earlier than the deadlines provided for in this Agreement.

XIII. Ratification:

46. The Parties' undersigned representatives certify that they are fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind such party to this document.

47. The Parties hereby agree to all findings, conditions, and terms of this Agreement.

[Signature Lines on Following Page]

For Beta Operating Company, LLC:

DANIEL FURBEE, CHIEF EXECUTIVE OFFICER

12/10/25

Date

For PHMSA:

TONYA D JEZ Digitally signed by TONYA D JEZ
Date: 2025.12.10 14:36:48 -07'00'

Director, Western Region, Office of Pipeline Safety

Date