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

1200 New Jersey Avenue, SE
Washington, DC 20590

February 6, 2026

VIA ELECTRONIC MAIL TO: Michael.Matlock@twineagle.com

Michael Matlock
Vice President of Compliance
Twin Eagle Midstream Assets, LLC
1700 City Plaza Drive, Suite 500
Spring, Texas 77002

CPF No. 5-2025-006-NOPV

Dear Mr. Matlock:

Enclosed please find a Consent Order incorporating the terms of the Consent Agreement between the Pipeline and Hazardous Materials Safety Administration (PHMSA) and Twin Eagle Midstream, LLC, which was executed on February 4, 2026. When the civil penalty has been paid and the compliance order satisfied, this enforcement action will be closed. 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: 2026.02.06 14:56:05 -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
Brandon Kroll, Counsel, Twin Eagle Terminal & Logistics, LLC, Brandon.Kroll@teterminals.com
Robert Littlepage, Director, EHS & Compliance, Twin Eagle Terminals & Logistics, LLC, Robert.Littlepage@terterminals.com

CONFIRMATION OF RECEIPT REQUESTED

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

In the Matter of	)	
	)	
Twin Eagle Midstream Assets, LLC	)	**CPF No. 5-2025-006-NOPV**
	)	
Respondent.	)	

CONSENT ORDER

By letter dated July 30, 2025, pursuant to 49 CFR § 190.207, 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 Twin Eagle Midstream Assets, LLC (Twin Eagle or Respondent).

Twin Eagle responded to the Notice by letter dated September 15, 2025 (Response). Respondent did not contest the alleged violation, the proposed civil penalty, or the proposed compliance order, and provided information regarding the actions it had taken since the on-site inspection. In accordance with 49 CFR § 190.213, a Final Order was issued on October 14, 2025 finding Twin Eagle in violation of 49 CFR § 194.7, assessing a civil penalty of $62,900, and requiring Twin Eagle to take certain corrective actions.

Twin Eagle submitted a Petition for Reconsideration of the Final Order (Petition) dated October 22, 2025 requesting that PHMSA either reduce the civil penalty or establish a payment plan. Respondent and PHMSA (the Parties) met on December 15, 2025. As a result of that discussion, the Parties have agreed to a Consent Agreement by which PHMSA affirms the finding of violation in the Final Order, Respondent will pay the assessed civil penalty amount of **$62,900** via a payment plan over the course of one year, and Respondent will complete the compliance actions as directed in the Final Order.

Accordingly, the Consent Agreement is hereby approved and incorporated by reference into this Consent Order issued pursuant to section 190.219. Twin Eagle 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: 2026.02.06 14:56:45 -05'00'

Linda Daugherty
Acting Associate Administrator
for Pipeline Safety

February 6, 2026

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	)	
	)	
Twin Eagle Midstream Assets, LLC,	)	**CPF No. 5-2025-006-NOPV**
	)	
Respondent.	)	

CONSENT AGREEMENT

From April 15 through April 16, 2024, a representative of the Pipeline and Hazardous Materials Safety Administration (PHMSA), Office of Pipeline Safety (OPS), pursuant to Chapter 601 of Title 49, United States Code (U.S.C.), conducted an on-site pipeline safety inspection of the facilities and records of Twin Eagle Midstream Assets, LLC's (Twin Eagle or Respondent) Powder River Basin Connector Hazardous Liquid facilities in Douglas, Wyoming.

As a result of the inspection, the Director, Western Region, OPS (Director), issued to Respondent, by letter dated July 30, 2025, a Notice of Probable Violation, Proposed Civil Penalty, and Proposed Compliance Order (Notice). In accordance with 49 CFR § 190.207, the Notice proposed finding that Twin Eagle committed a violation of 49 CFR Part 194, proposed ordering Respondent to take certain measures to correct the alleged violation, and proposed a civil penalty of $62,900.

Twin Eagle responded to the Notice by letter dated September 15, 2025 (Response). Respondent did not contest the alleged violation, the proposed civil penalty, or the proposed compliance order, and provided information regarding the actions it had taken since the on-site inspection. In accordance with 49 CFR § 190.213, a Final Order was issued on October 14, 2025 finding Twin Eagle in violation of 49 CFR § 194.7, assessing a civil penalty of $62,900, and requiring Respondent to take certain corrective actions.

Twin Eagle submitted a Petition for Reconsideration of the Final Order (Petition) dated October 22, 2025 requesting either that PHMSA reduce the civil penalty or establish a payment plan. PHMSA and Respondent (the Parties) subsequently met to discuss the Petition. As a result of those discussions and as explained in more detail below, PHMSA agrees to establish a payment plan. Accordingly, the Parties have agreed to a Consent Agreement by which PHMSA affirms the finding of violation in the Final Order, Respondent will pay the assessed civil penalty amount of **$62,900** via a payment plan over the course of one year, and Respondent will complete the compliance actions as directed in the Final Order.

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. **General Provisions**

1. Respondent acknowledges that as the operator of the pipeline facilities subject to the Notice and Final Order, 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 and Final Order state 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 (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.

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 and Final Order.

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. 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 or in future PHMSA enforcement actions.

II. Finding of Violation:

11. ***Item 1 - 49 CFR § 194.7***: The Final Order found Respondent failed to provide records demonstrating that its onshore pipeline facilities were operated in accordance with the applicable response plan. PHMSA affirms the finding of violation of 49 CFR § 194.7 as set forth in the Final Order.

12. Item 1 will be considered by PHMSA as a prior offense in any future PHMSA enforcement action taken against Respondent.

III. Civil Penalty:

13. ***Item 1***: The Final Order assessed a civil penalty in the amount of $62,900 for Item 1. In its Petition, Respondent requested a reduction of the assessed civil penalty or, in the alternative, establishment of a payment plan. PHMSA agrees to establish a payment plan, which is appropriate based on discussions with Respondent and the circumstances outlined in the Petition.

14. Respondent agrees to pay a total civil penalty in the amount of **$62,900**, pursuant to the payment instructions at 49 CFR § 190.227(a). The civil penalty is to be paid over the course of one (1) year as follows:

(a) Respondent will pay the amount of **$5,242** in eleven (11) equal installments on the first of the month beginning March 1, 2026 through and including January 1, 2027.

(b) Respondent will pay the twelfth and final payment of **$5,238** on February 1, 2027.

IV. Compliance Order:

15. ***Item 1***: The Final Order required certain compliance order actions to address the non-compliance. Respondent agrees to perform the corrective measures as ordered. Specifically:

(a) Twin Eagle must conduct all drills, notifications, and exercises as required by its response plan and which follows the PREP guidelines within **90 days** of the ***Effective Date***.

(b) Twin Eagle must conduct training to the staff that provide instruction and responsibilities in Respondent's Facility Response Plan (FRP) following the PREP guidelines. The training must be comprehensive to ensure Twin Eagle staff are effectively trained within **90 days** of the ***Effective Date***. Twin Eagle must submit documentation of completion of the training program within **30 days** after it has been completed.

V. Enforcement:

17. 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 $272,926 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 work plans and associated schedules set forth or referenced in Section IV (Compliance Order) are automatically incorporated into this Agreement and are enforceable in the same manner.

VI. Review and Approval Process:

18. With respect to any submission under Section IV (Compliance Order) 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.

VII. Dispute Resolution:

19. 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 Sections IV (Compliance Order) and VI (Review and Approval Process). 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. Such request must be made in writing and provided to the Director, counsel for the Western Region, and to the Associate Administrator, 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.

VIII. Effective Date:

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

IX. Recordkeeping and Information Disclosure:

21. 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, unless a longer period of time is required pursuant to 49 CFR parts 190-199. 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 confidentially. 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.

X. Modification:

22. 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.

XI. Termination:

23. This Agreement will remain in effect until the Civil Penalty in Section III is paid in full and the Compliance Order in Section IV is 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.

XII. Ratification:

24. 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.

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

[Signature Lines on Following Page]

For Twin Eagle Midstream Assets LLC:

DocuSigned by:

A. B

6BC531E9BDC947B...

DS

Bk

2/4/2026

Date

For PHMSA:

DUSTIN B HUBBARD Digitally signed by DUSTIN B HUBBARD
Date: 2026.02.04 11:57:49 -07'00'

Director, Western Region, Office of Pipeline Safety

Date