

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

Form 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the quarter ended March 31, 2026

or

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the transition period from ___ to ___
Commission File Number 001-39163

Hess Midstream LP

(Exact name of Registrant as specified in its charter)

DELAWARE

(State or other jurisdiction of incorporation or organization)

**1400 Smith Street
Houston, TX**

(Address of principal executive offices)

84-3211812

(I.R.S. Employer Identification Number)

77002

(Zip Code)

(Registrant's telephone number, including area code, is (832) 854-1000)

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Class A shares representing limited partner interests	HESM	New York Stock Exchange

Indicate by check mark whether the Registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

If an emerging growth company, indicate by checkmark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

128,350,881 Class A shares representing limited partner interests ("Class A Shares") in the registrant were outstanding as of April 30, 2026.

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CONSOLIDATED BALANCE SHEETS (UNAUDITED)

Item 1. Financial Statements

	March 31, 2026	December 31, 2025
<i>(in millions, except share amounts)</i>		
Assets		
Cash and cash equivalents	\$ 4.6	\$ 1.9
Accounts receivable from contracts with customers:		
Accounts receivable—trade	6.9	6.7
Accounts receivable—affiliate	149.3	143.5
Other current assets	5.0	6.9
Total current assets	165.8	159.0
Equity investments	80.0	81.5
Property, plant and equipment, at cost	5,385.2	5,374.6
Accumulated depreciation	(2,063.1)	(2,004.8)
Property, plant and equipment, net	3,322.1	3,369.8
Deferred tax asset	744.6	773.9
Other noncurrent assets	4.7	4.1
Total assets	\$ 4,317.2	\$ 4,388.3
Liabilities		
Accounts payable—trade	\$ 30.3	\$ 24.9
Accounts payable—affiliate	22.8	26.9
Accrued liabilities	88.5	89.4
Current maturities of long-term debt	35.0	32.5
Other current liabilities	4.6	14.1
Total current liabilities	181.2	187.8
Long-term debt	3,737.0	3,739.5
Deferred tax liability	0.5	0.5
Other noncurrent liabilities	23.7	22.6
Total liabilities	3,942.4	3,950.4
Partners' capital		
Class A shares (128,350,881 shares issued and outstanding as of March 31, 2026; 129,403,244 shares issued and outstanding as of December 31, 2025)	518.0	568.3
Class B shares (77,827,485 shares issued and outstanding as of March 31, 2026; 78,283,296 shares issued and outstanding as of December 31, 2025)	-	-
Total Class A and Class B partners' capital	518.0	568.3
Noncontrolling interest	(143.2)	(130.4)
Total partners' capital	374.8	437.9
Total liabilities and partners' capital	\$ 4,317.2	\$ 4,388.3

See accompanying notes to unaudited consolidated financial statements.

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CONSOLIDATED STATEMENTS OF OPERATIONS
(UNAUDITED)

	Three Months Ended March 31,	
	2026	2025
<i>(in millions, except per share data)</i>		
Revenues		
Affiliate services	\$ 373.1	\$ 374.3
Third-party services	15.6	6.7
Other income	1.4	1.0
Total revenues	390.1	382.0
Costs and expenses		
Operating and maintenance expenses (exclusive of depreciation shown separately below)	85.6	85.6
Depreciation expense	58.5	51.5
General and administrative expenses	7.9	7.5
Total operating costs and expenses	152.0	144.6
Income from operations	238.1	237.4
Income from equity investments	3.2	3.4
Interest expense, net	55.4	56.4
Income before income tax expense	185.9	184.4
Income tax expense	28.2	23.0
Net income	157.7	161.4
Less: Net income attributable to noncontrolling interest	70.1	89.8
Net income attributable to Hess Midstream LP	\$ 87.6	\$ 71.6
Net income attributable to Hess Midstream LP per Class A share:		
Basic	\$ 0.68	\$ 0.65
Diluted	\$ 0.68	\$ 0.65
Weighted average Class A shares outstanding		
Basic	129.2	110.7
Diluted	129.2	110.8

See accompanying notes to unaudited consolidated financial statements.

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CONSOLIDATED STATEMENTS OF CHANGES IN PARTNERS' CAPITAL (DEFICIT)
(UNAUDITED)

	Partners' Capital			Noncontrolling Interest	Total
	Class A Shares	Class B Shares			
(in millions)					
Balance at December 31, 2025	\$ 568.3	\$ -	\$ -	\$ (130.4)	\$ 437.9
Net income	87.6	-	-	70.1	157.7
Equity-based compensation	0.2	-	-	-	0.2
Distributions - \$0.7641 per share	(98.9)	-	-	(59.8)	(158.7)
Deferred tax asset	(1.1)	-	-	-	(1.1)
Share and unit repurchases	(37.2)	-	-	(22.8)	(60.0)
Transaction costs ⁽¹⁾	(0.9)	-	-	(0.3)	(1.2)
Balance at March 31, 2026	<u>\$ 518.0</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (143.2)</u>	<u>\$ 374.8</u>
Balance at December 31, 2024	\$ 530.7	\$ -	\$ -	\$ (65.4)	\$ 465.3
Net income	71.6	-	-	89.8	161.4
Equity-based compensation	0.3	-	-	-	0.3
Distributions - \$0.7012 per share	(73.0)	-	-	(78.1)	(151.1)
Deferred tax asset	137.8	-	-	-	137.8
Sale of shares held by Sponsors	(16.9)	-	-	16.9	-
Share and unit repurchases	(48.8)	-	-	(51.2)	(100.0)
Transaction costs	(0.4)	-	-	(0.4)	(0.8)
Balance at March 31, 2025	<u>\$ 601.3</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (88.4)</u>	<u>\$ 512.9</u>

⁽¹⁾ Includes excise tax on Class A Share repurchases.

See accompanying notes to unaudited consolidated financial statements.

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CONSOLIDATED STATEMENTS OF CASH FLOWS
(UNAUDITED)

(in millions)	Three Months Ended March 31,	
	2026	2025
Cash flows from operating activities		
Net income	\$ 157.7	\$ 161.4
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation expense	58.5	51.5
Income from equity investments	(3.2)	(3.4)
Distributions from equity investments	4.7	4.9
Amortization of deferred financing costs	3.0	4.9
Equity-based compensation expense	0.2	0.3
Deferred income tax expense	28.2	22.9
Changes in assets and liabilities:		
Accounts receivable – trade	(0.2)	(0.4)
Accounts receivable – affiliate	(5.8)	(1.2)
Other current and noncurrent assets	0.8	2.7
Accounts payable – trade	5.4	(31.2)
Accounts payable – affiliate	2.7	(4.4)
Accrued liabilities	10.5	3.4
Other current and noncurrent liabilities	(9.2)	(9.0)
Net cash provided by operating activities	253.3	202.4
Cash flows from investing activities		
Additions to property, plant and equipment	(28.8)	(45.5)
Net cash used in investing activities	(28.8)	(45.5)
Cash flows from financing activities		
Net proceeds from (repayments of) borrowings with maturities of 90 days or less	5.0	113.0
Borrowings with maturities of greater than 90 days:		
Proceeds	-	800.0
Repayments	(7.5)	(805.0)
Deferred financing costs	-	(11.4)
Transaction costs	(0.6)	(0.6)
Share and unit repurchases	(60.0)	(100.0)
Distributions to shareholders	(98.9)	(73.0)
Distributions to noncontrolling interest	(59.8)	(78.1)
Net cash used in financing activities	(221.8)	(155.1)
Increase (decrease) in cash and cash equivalents	2.7	1.8
Cash and cash equivalents, beginning of period	1.9	4.3
Cash and cash equivalents, end of period	\$ 4.6	\$ 6.1
Supplemental disclosure of non-cash investing and financing activities:		
(Increase) decrease in accrued capital expenditures and related liabilities	\$ 18.4	\$ (4.6)
Recognition of deferred tax asset	\$ (1.1)	\$ 137.8

See accompanying notes to unaudited consolidated financial statements.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

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Note 1. Basis of Presentation

Unless the context otherwise requires, references in this report to the “Company,” “we,” “our,” “us” or like terms, refer to Hess Midstream LP and its subsidiaries. References to “Sponsor” or “Sponsors” refer to (a) Hess Corporation (“Hess”) and GIP II Blue Holding, L.P. (“GIP”) when referring to periods prior to May 30, 2025, (b) Hess from May 30, 2025 to July 17, 2025, and (c) Chevron from July 18, 2025.

As used in this report, the term “Chevron” may refer to Chevron Corporation, one or more of its consolidated subsidiaries, or to all of them taken as a whole. All of these terms are used for convenience only and are not intended as a precise description of any of the separate companies, each of which manages its own affairs.

The consolidated financial statements included in this report reflect all normal and recurring adjustments which, in the opinion of management, are necessary for a fair presentation of our consolidated financial position at March 31, 2026 and December 31, 2025, the consolidated results of operations and cash flows for the three months ended March 31, 2026 and 2025. The Company has no items of other comprehensive income (loss); therefore, net income (loss) is equal to comprehensive income (loss). The unaudited results of operations for the interim periods reported are not necessarily indicative of results to be expected for the full year.

The consolidated financial statements were prepared in accordance with the requirements of the Securities and Exchange Commission (“SEC”) for interim reporting. As permitted under those rules, certain notes or other financial information that are normally required by U.S. generally accepted accounting principles (“GAAP”) have been condensed or omitted from these interim consolidated financial statements. These financial statements, therefore, should be read in conjunction with the financial statements and related notes included in the Company’s annual report on Form 10-K for the year ended December 31, 2025.

We consolidate the activities of Hess Midstream Operations LP (the “Partnership”), as a variable interest entity (“VIE”) under GAAP. We have concluded that we are the primary beneficiary of the VIE, as defined in the accounting standards, since we have the power, through our ownership, to direct those activities that most significantly impact the economic performance of the Partnership. This conclusion was based on a qualitative analysis that considered the Partnership’s governance structure and the delegation of control provisions, which provide us with the ability to control the operations of the Partnership. All financial statement activities associated with the VIE are captured within gathering, processing and storage, and terminaling and export segments (see Note 10, *Segments*). We currently do not have any independent assets or operations other than our interest in the Partnership. At March 31, 2026, our noncontrolling interest represented an approximate 37.7% interest in the Partnership retained by our Sponsor (December 31, 2025: 37.7%). See Note 2, *Equity Transactions* for more details.

New Accounting Pronouncements

In November 2024, the FASB issued ASU 2024-03, *Income Statement—Reporting Comprehensive Income—Expense Disaggregation Disclosures* (Subtopic 220-40): *Disaggregation of income statement expenses*. This ASU requires disclosure, in the notes to financial statements, of specified information about certain costs and expenses. The ASU is effective for public business entities for fiscal years beginning after December 15, 2026, and interim periods beginning after December 15, 2027, with early adoption permitted. We are currently evaluating the impact of this new ASU on our consolidated financial statements.

Note 2. Equity Transactions

Equity Offering Transactions

On February 12, 2025, GIP sold an aggregate of 11,000,000 of our Class A shares representing limited partner interests in the Company (the “Class A Shares”) in an underwritten public offering at a price of \$39.45 per Class A Share, less underwriting discounts. GIP also granted the underwriter an option to purchase up to an additional 1,650,000 Class A Shares at the same price per Class A Share, which was exercised in full on February 19, 2025. GIP received net proceeds from the offering of approximately \$494.7 million, after deducting underwriting discounts.

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The Company did not receive any proceeds in the above equity offering transaction. The above equity offering transaction was conducted pursuant to a registration rights agreement among us and the Sponsors. The Class A Shares sold in the offering were obtained by GIP by exchanging to us a corresponding number of Class B units representing limited partner interests in the Partnership (the “Class B Units”) held by GIP, together with an equal number of Class B shares representing limited partner interests in the Company (the “Class B Shares”) held by the Company’s general partner at the time. As a result, the total number of the Company’s Class A Shares and Class B Shares did not change. The Company retained control in the Partnership based on the delegation of control provisions, as described in Note 1, *Basis of Presentation*. As a result of the equity offering transaction described above, we recognized adjustments decreasing the carrying amount of the Class A shareholders’ capital balance by \$16.9 million during the three months ended March 31, 2025 and increasing the carrying amount of noncontrolling interest by an equal amount to reflect the change in ownership interest.

Class B Unit Repurchases

On January 13, 2025, the Company, the Partnership and our Sponsors entered into a unit repurchase agreement, pursuant to which the Partnership agreed to purchase from the Sponsors 2,572,677 Class B Units for an aggregate purchase price of approximately \$100.0 million. The repurchase transaction was consummated on January 15, 2025. The purchase price per Class B Unit was \$38.87, the closing price of the Class A Shares on January 13, 2025.

On March 2, 2026, the Company, the Partnership and our Sponsor entered into a unit repurchase agreement, pursuant to which the Partnership agreed to purchase from the Sponsor 455,811 Class B Units for an aggregate purchase price of approximately \$18.0 million. The repurchase transaction was consummated on March 4, 2026. The purchase price per Class B Unit was \$39.49, the closing price of the Class A Shares on March 2, 2026.

Pursuant to the terms of the unit repurchase agreements described above, immediately following each purchase of the Class B Units from the Sponsors, the Partnership cancelled the repurchased units, and the Company cancelled, for no consideration, an equal number of its Class B Shares.

Accelerated Share Repurchases

In the first quarter of 2026, we repurchased \$42.0 million of our publicly traded Class A Shares through an accelerated share repurchase (“ASR”) transaction with a financial institution. Under the terms of the ASR, we paid \$42.0 million in cash to the financial institution and received 1,065,724 Class A Shares as determined by the average of the daily volume-weighted average prices of Class A Shares during the term of the transaction.

Following the settlement of the ASR transaction, the Company cancelled the repurchased Class A Shares, and the Partnership cancelled, for no consideration, an equal number of its Class A units representing limited partner interests in the Partnership.

The Class B Unit repurchase and ASR transactions described above were funded using borrowings under the Partnership’s existing revolving credit facility (see Note 5, *Debt and Interest Expense*).

The Class B Unit repurchase and ASR transactions were accounted for in accordance with Accounting Standards Codification 810, whereby changes in a parent’s ownership interest while the parent retains its controlling financial interest in its subsidiary are accounted for as equity transactions. The carrying amounts of the noncontrolling interest were adjusted to reflect the changes in the ownership interest with the difference between the amounts of consideration paid and the amounts by which the noncontrolling interest were adjusted recognized as a reduction in equity attributable to Class A shareholders.

As a result of the transactions described above, we recognized a direct reduction to deferred tax asset of \$1.1 million (three months ended March 31, 2025: an addition to deferred tax asset of \$137.8 million) related to the change in the temporary difference between the carrying amount and the tax basis of our investment in the Partnership. The effect of recognizing the changes in deferred tax asset was included in Class A shareholders’ equity balance in the accompanying unaudited consolidated statement of changes in partners’ capital (deficit) due to the transactions being characterized as transactions among or with shareholders.

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Note 3. Related Party Transactions

In addition to the Class B Unit repurchase transactions and distributions to the Sponsors disclosed elsewhere in the Notes to consolidated financial statements, we had the following related party transactions:

Commercial Agreements

We have long-term fee-based commercial agreements with certain subsidiaries of Chevron to provide (i) gas gathering, (ii) crude oil gathering, (iii) gas processing and fractionation, (iv) storage services, (v) terminaling and export services, and (vi) water handling services.

For the services performed under these commercial agreements, we receive a fee per barrel of crude oil, barrel of water, Mcf of natural gas, or Mcf equivalent of natural gas liquids (“NGLs”), as applicable, delivered during each month, and Chevron is obligated to provide us with minimum volumes of crude oil, water, natural gas and NGLs. Minimum volume commitments (“MVCs”) are equal to 80% of Chevron’s nominations in each development plan that apply on a three-year rolling basis such that MVCs are set for the three years following the most recent nomination. Without our consent, the MVCs resulting from the nominated volumes for any quarter or year contained in any prior development plan cannot be reduced by any updated development plan unless dedicated production is released by us. The applicable MVCs may, however, be increased as a result of the nominations contained in any such updated development plan. If Chevron fails to deliver its applicable MVCs during any quarter, then Chevron will pay us a shortfall fee equal to the volume of the deficiency multiplied by the applicable fee.

Except for the water services agreements and except for a certain gathering sub-system as described below, each of our commercial agreements with Chevron had an initial 10-year term effective January 1, 2014 (“Initial Term”). For this gathering sub-system, the Initial Term is 15 years effective January 1, 2014 and for the water services agreements the Initial Term is 14 years effective January 1, 2019. Each of our commercial agreements other than our storage services agreement includes an inflation escalator capped at 3% in any calendar year and a fee recalculation mechanism that allows fees to be adjusted annually during the Initial Term for updated estimates of cumulative throughput volumes and our capital and operating expenditures in order to target a return on capital deployed over the Initial Term of the applicable commercial agreement (or, with respect to the crude oil services fee under our terminal and export services agreement, the 20-year period commencing on the effective date of the agreement).

For certain crude oil gathering, terminaling, storage, gas processing and gas gathering commercial agreements with Chevron, we exercised our renewal options to extend each of these commercial agreements for one additional 10-year term (“Secondary Term”) effective January 1, 2024 through December 31, 2033. There were no changes to any provisions of the existing commercial agreements as a result of the exercise of the renewal options. For the remaining gathering sub-system, the Secondary Term is 5 years, and for the water services agreements the Secondary Term is 10 years, and we have the sole option to renew these remaining agreements for their Secondary Term that is exercisable at a later date. Upon the expiration of the Secondary Term, if any, the agreements will automatically renew for subsequent one-year periods unless terminated by either party no later than 180 days prior to the end of the applicable Secondary Term.

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Consistent with the existing terms of the commercial agreements, during the Secondary Term of each of our commercial agreements other than our storage services agreement and terminal and export services agreement (with respect to crude oil terminaling services), the fee recalculation model under each applicable agreement is replaced by an inflation-based fee structure. The initial fee for the first year of the Secondary Term is determined based on the average fees paid by Chevron under the applicable agreement during the last three years of the Initial Term (with such fees adjusted for inflation through the first year of the Secondary Term). For each year following the first year of the Secondary Term, the applicable fee is adjusted annually based on the percentage change in the consumer price index, provided that we may not increase any fee by more than 3% in any calendar year solely by reason of an increase in the consumer price index, and no fee may ever be reduced below the amount of the applicable fee payable by Chevron in the prior year as a result of a decrease in the consumer price index. During the Secondary Term, MVCs continue to be set at 80% of Chevron's nominated volumes in each development plan set three years in advance. Except for the crude oil terminaling and water handling services, Chevron is entitled to receive a credit, calculated in barrels or Mcf, as applicable, with respect to the amount of any shortfall fee paid by Chevron and may apply such credit against any volumes delivered to us under the applicable agreement in excess of Chevron's nominated volumes during any of the following four quarters after such credit is earned, after which time any unused credits will expire. The shortfall amounts received under MVCs during the Secondary Term (except for the crude oil terminaling and water handling services) are initially recorded as deferred revenue and recognized as revenue as the credits are utilized, expire, or when the likelihood of Chevron utilizing its remaining credits becomes remote.

At March 31, 2026, deferred revenue included in Accrued liabilities in the accompanying unaudited consolidated balance sheet was \$15.7 million (December 31, 2025: \$6.4 million).

For the three months ended March 31, 2026 and 2025, approximately 96% and 98%, respectively, of our revenues were attributable to our fee-based commercial agreements with Chevron, including revenues from third-party volumes contracted with Chevron and delivered to us under these agreements. Together with Chevron, we are pursuing strategic relationships with third-party producers and other midstream companies with operations in the Bakken in order to maximize our utilization rates.

Revenues from contracts with customers, including affiliate services and third-party services, on a disaggregated basis are as follows:

(in millions)	Three Months Ended March 31,	
	2026	2025
Affiliate services		
Oil and gas gathering services	\$ 166.3	\$ 171.5
Processing and storage services	139.1	143.6
Terminaling and export services	36.1	29.5
Water gathering and disposal services	31.6	29.7
Total affiliate services	\$ 373.1	\$ 374.3
Third-party services	15.6	6.7
Total revenues from contracts with customers	\$ 388.7	\$ 381.0
Other income	1.4	1.0
Total revenues	\$ 390.1	\$ 382.0

The following table presents third-party pass-through costs for which we recognize revenues in an amount equal to the costs. These pass-through revenues are included in Affiliate services, and the related pass-through costs are included in Operating and maintenance expenses in the accompanying unaudited consolidated statements of operations.

(in millions)	Three Months Ended March 31,	
	2026	2025
Electricity and other related fees	\$ 17.4	\$ 14.5
Produced water trucking and disposal costs	13.2	10.1
Total	\$ 30.6	\$ 24.6

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

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Omnibus and Employee Secondment Agreements

Under our omnibus and employee secondment agreements, Chevron provides substantial operational and administrative services to us in support of our assets and operations. For the three months ended March 31, 2026 and 2025, we had the following charges from Chevron included in Operating and maintenance expenses and General and administrative expenses in the accompanying unaudited consolidated statements of operations. The classification of these charges between operating and maintenance expenses and general and administrative expenses is based on the fundamental nature of the services being performed for our operations.

	Three Months Ended March 31,	
	2026	2025
(in millions)		
Operating and maintenance expenses	\$ 17.1	\$ 24.9
General and administrative expenses	5.8	5.0
Total	<u>\$ 22.9</u>	<u>\$ 29.9</u>

LM4 Agreements

Separately from our commercial agreements with Chevron, we entered into a gas processing agreement with Little Missouri 4 (“LM4”), a 50/50 joint venture with Targa Resources Corp., under which we pay a processing fee per Mcf of natural gas and reimburse LM4 for our proportionate share of electricity costs. These processing fees are included in Operating and maintenance expenses in the accompanying unaudited consolidated statements of operations. In addition, we share profits and losses and receive distributions from LM4 under the LM4 amended and restated limited liability company agreement based on our ownership interest. For the three months ended March 31, 2026 and 2025, we had the following activity related to our agreements with LM4:

	Three Months Ended March 31,	
	2026	2025
(in millions)		
Processing fee incurred	\$ 10.0	\$ 8.3
Earnings from equity investments	3.2	3.4
Distributions received from equity investments	4.7	4.9

Note 4. Accrued Liabilities

Accrued liabilities are as follows:

	March 31, 2026	December 31, 2025
	(in millions)	
Accrued interest	\$ 40.3	\$ 37.8
Deferred revenue	15.7	6.4
Accrued capital expenditures	4.7	16.3
Other accruals	27.8	28.9
Total	<u>\$ 88.5</u>	<u>\$ 89.4</u>

PART I – FINANCIAL INFORMATION (CONT'D)
HESS MIDSTREAM LP

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

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Note 5. Debt and Interest Expense

At March 31, 2026, the carrying value of our total debt was \$3,772.0 million. Excluding deferred issuance costs, our total borrowings at March 31, 2026 consisted of \$3,100.0 million outstanding under our fixed-rate senior unsecured notes, \$343.0 million drawn and outstanding under our \$1.0 billion five-year revolving credit facility and \$355.0 million outstanding under our \$400.0 million five-year Term Loan A facility. The revolving credit facility and the Term Loan A facility mature in July 2027.

At March 31, 2026, the fair value of our total debt was approximately \$3,789.0 million, based on Level 2 inputs in the fair value measurement hierarchy. The carrying value of the amounts under the Term Loan A facility and the revolving credit facility at March 31, 2026, approximated their fair value. Any changes in interest rates do not impact cash outflows associated with fixed rate interest payments or settlement of debt principal, unless a debt instrument is repurchased prior to maturity.

Note 6. Partners' Capital and Distributions

Our partnership agreement requires that, within 45 days after the end of each quarter, we distribute all of our available cash, as defined in the partnership agreement, to shareholders of record on the applicable record date. The following table details the distributions declared and/or paid for the periods presented:

<u>Period</u>	<u>Record Date</u>	<u>Distribution Date</u>	<u>Distribution per Class A Share</u>	
First Quarter 2025	May 8, 2025	May 14, 2025	\$	0.7098
Second Quarter 2025	August 7, 2025	August 14, 2025	\$	0.7370
Third Quarter 2025	November 6, 2025	November 14, 2025	\$	0.7548
Fourth Quarter 2025	February 5, 2026	February 13, 2026	\$	0.7641
First Quarter 2026 ⁽¹⁾	May 7, 2026	May 14, 2026	\$	0.7792

⁽¹⁾ For more information, see Note 11, Subsequent Events.

Note 7. Earnings per Share

We calculate earnings per Class A Share as we do not have any other participating securities. Substantially all of income tax expense is attributed to earnings of Class A Shares reflective of our organizational structure. Class B Units of the Partnership together with the equal number of Class B Shares of the Company are convertible to Class A Shares of the Company on a one-for-one basis. In addition, our restricted equity-based awards may have a dilutive effect on our earnings per share. Diluted earnings per Class A Share are calculated using the "treasury stock method" or "if-converted method," whichever is more dilutive.

	<u>Three Months Ended March 31,</u>	
	<u>2026</u>	<u>2025</u>
(in millions, except per share amounts)		
Net income	\$ 157.7	\$ 161.4
Less: Net income attributable to noncontrolling interest	70.1	89.8
Net income attributable to Hess Midstream LP	87.6	71.6
Net income attributable to Hess Midstream LP per Class A share:		
Basic:	\$ 0.68	\$ 0.65
Diluted:	\$ 0.68	\$ 0.65
Weighted average Class A shares outstanding:		
Basic:	129.2	110.7
Diluted:	129.2	110.8

For the three months ended March 31, 2026 and 2025, we did not have any material dilutive restricted shares.

Note 8. Concentration of Credit Risk

As of both March 31, 2026 and December 31, 2025, Chevron and its affiliates represented approximately 96% of accounts receivable from contracts with customers. Total revenues attributable to Chevron for the three months ended March 31, 2026 and 2025 were 96% and 98%, respectively.

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HESS MIDSTREAM LP

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Note 9. Commitments and Contingencies

Environmental Contingencies

The Company is subject to federal, state and local laws and regulations relating to the environment. As of March 31, 2026 our reserves for all estimated remediation liabilities were \$2.0 million in Accrued liabilities and \$0.9 million in Other noncurrent liabilities, each in the accompanying unaudited consolidated balance sheet, compared with \$1.4 million and \$0.9 million, respectively, as of December 31, 2025.

Legal Proceedings

In the ordinary course of business, the Company is from time to time party to various judicial and administrative proceedings. We regularly assess the need for accounting recognition or disclosure of these contingencies. In the case of a known contingency, we accrue a liability when the loss is probable and the amount is reasonably estimable. If a range of amounts can be reasonably estimated and no amount within the range is a better estimate than any other amount, then the minimum of the range is accrued.

Based on currently available information, we believe it is remote that the outcome of known matters would have a material adverse impact on our financial condition, results of operations or cash flows. Accordingly, as of March 31, 2026 and December 31, 2025, we did not have material accrued liabilities for legal contingencies.

Note 10. Segments

Our operations are located in the United States and are organized into three reportable segments: (1) gathering, (2) processing and storage and (3) terminaling and export. Our reportable segments comprise the structure used by our Chief Executive Officer and Chief Financial Officer, who, collectively, have been determined to be our Chief Operating Decision Maker (“CODM”) to make key operating decisions and assess performance. These segments are strategic business units with differing products and services. Interest and Other includes certain functional departments that do not recognize revenues.

Our CODM evaluates the segments’ operating performance based on Adjusted EBITDA, defined as net income (loss) before net interest expense, income tax expense (benefit), and depreciation and amortization, as further adjusted to eliminate the impact of certain items that we do not consider indicative of our ongoing operating performance, such as transaction costs, other income and other non-cash and non-recurring items, if applicable. For all of the segments, the CODM uses segment Adjusted EBITDA in the annual budgeting and monthly forecasting process. The CODM considers budget-to-current forecast and prior forecast-to-current forecast variances for Adjusted EBITDA on a monthly basis for evaluating performance of each segment and making decisions about allocating capital and other resources to each segment.

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The following tables reflect certain financial data for each reportable segment:

(in millions)	<u>Gathering</u>	<u>Processing and Storage</u>	<u>Terminating and Export</u>	<u>Total Reportable Segments</u>	<u>Interest and Other</u>	<u>Consolidated</u>
For the Three Months Ended March 31, 2026						
Revenues and other income	\$ 204.1	\$ 148.4	\$ 37.6	\$ 390.1	\$ -	\$ 390.1
Operating and maintenance expenses (exclusive of depreciation shown separately below)	49.7	29.3	6.6	85.6	-	85.6
Depreciation expense	37.7	16.4	4.4	58.5	-	58.5
General and administrative expenses	4.1	1.4	0.3	5.8	2.1	7.9
Income from equity investments	-	3.2	-	3.2	-	3.2
Interest expense, net	-	-	-	-	55.4	55.4
Income tax expense	-	-	-	-	28.2	28.2
Adjusted EBITDA	150.3	120.9	30.7	301.9		
Capital expenditures	5.8	4.6	-	10.4		

(in millions)	<u>Gathering</u>	<u>Processing and Storage</u>	<u>Terminating and Export</u>	<u>Total Reportable Segments</u>	<u>Interest and Other</u>	<u>Consolidated</u>
For the Three Months Ended March 31, 2025						
Revenues and other income	\$ 203.6	\$ 147.8	\$ 30.6	\$ 382.0	\$ -	\$ 382.0
Operating and maintenance expenses (exclusive of depreciation shown separately below)	50.4	27.7	7.5	85.6	-	85.6
Depreciation expense	32.4	14.7	4.4	51.5	-	51.5
General and administrative expenses	3.0	1.7	0.3	5.0	2.5	7.5
Income from equity investments	-	3.4	-	3.4	-	3.4
Interest expense, net	-	-	-	-	56.4	56.4
Income tax expense	-	-	-	-	23.0	23.0
Adjusted EBITDA	150.2	121.8	22.8	294.8		
Capital expenditures	47.7	2.4	-	50.1		

The following table presents a reconciliation of reportable segment Adjusted EBITDA to income before income tax expense:

(in millions)	<u>Three Months Ended March 31,</u>	
	<u>2026</u>	<u>2025</u>
Reconciliation of reportable segment Adjusted EBITDA to income before income tax expense:		
Total reportable segment Adjusted EBITDA	\$ 301.9	\$ 294.8
Less:		
Depreciation expense	58.5	51.5
Unallocated general and administrative expenses	2.1	2.5
Interest expense, net	55.4	56.4
Income before income tax expense	<u>\$ 185.9</u>	<u>\$ 184.4</u>

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Total assets for the reportable segments are as follows:

(in millions)	<u>March 31, 2026</u>	<u>December 31, 2025</u>
Gathering	\$ 2,386.3	\$ 2,413.7
Processing and Storage ⁽¹⁾	949.7	962.8
Terminaling and Export	228.9	230.8
Total reportable segments assets	<u>3,564.9</u>	<u>3,607.3</u>
Interest and Other	752.3	781.0
Total consolidated assets	<u>\$ 4,317.2</u>	<u>\$ 4,388.3</u>

(1) Includes investment in equity investees of \$80.0 million as of March 31, 2026 and \$81.5 million as of December 31, 2025.

Note 11. Subsequent Events

On April 27, 2026, the board of directors of our general partner declared a quarterly cash distribution of \$0.7792 per Class A Share for the quarter ended March 31, 2026. The distribution represents an increase of \$0.0151 per Class A Share for the first quarter of 2026 as compared with the fourth quarter of 2025. The distribution will be payable on May 14, 2026, to shareholders of record as of the close of business on May 7, 2026. Simultaneously, the Partnership will make a distribution of \$0.7792 per Class B Unit of the Partnership to our Sponsor.

Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations

Management’s Discussion and Analysis of Financial Condition and Results of Operations should be read in conjunction with the unaudited financial statements and accompanying footnotes included under Item 1. Financial Statements and in conjunction with the audited consolidated financial statements and accompanying footnotes in our Annual Report on Form 10-K for the year ended December 31, 2025 (our “2025 Annual Report”).

Unless otherwise stated or the context otherwise indicates, references in this report to “Hess Midstream LP,” “the Company,” “us,” “our,” “we” or similar terms refer to Hess Midstream LP, including its consolidated subsidiaries. References to “Partnership” refer to Hess Midstream Operations LP. References to “Sponsor” or “Sponsors” refer to (a) Hess Corporation (“Hess”) and GIP II Blue Holding, L.P. (“GIP”) when referring to periods prior to May 30, 2025, (b) Hess from May 30, 2025 to July 17, 2025, and (c) Chevron from July 18, 2025.

As used in this report, the term “Chevron” may refer to Chevron Corporation, one or more of its consolidated subsidiaries, or to all of them taken as a whole. All of these terms are used for convenience only and are not intended as a precise description of any of the separate companies, each of which manages its own affairs.

This discussion contains forward-looking statements that involve risks and uncertainties. Our actual results could differ materially from those discussed below. Factors that could cause or contribute to such differences include, but are not limited to, those risk factors discussed in our 2025 Annual Report.

Overview

Organization. We are a fee-based, growth-oriented, limited partnership that owns, operates, develops and acquires a diverse set of midstream assets and provides fee-based services to our Sponsor, its subsidiaries, and third-party customers. We are managed and controlled by Hess Midstream GP LLC, the general partner of our general partner that is owned by Chevron. Our assets are primarily located in the Bakken and Three Forks shale plays in the Williston Basin area of North Dakota, which we collectively refer to as the Bakken. Our assets and operations are organized into the following three reportable segments: (1) gathering (2) processing and storage and (3) terminaling and export.

Operational Highlights. In the first quarter of 2026, we placed in service a new compressor station, which provides approximately 50 MMcf/d of installed compression capacity and can be expanded to provide an additional 20 MMcf/d in the future.

Equity Transactions. On March 4, 2026, the Partnership purchased directly from the Sponsor 455,811 Class B units representing limited partner interests in the Partnership (“Class B Units”) for an aggregate purchase price of approximately \$18.0 million. The purchase price per Class B Unit was \$39.49, the closing price of the Class A shares representing limited partner interests in the Company (the “Class A Shares”) on March 2, 2026.

In the first quarter of 2026, we repurchased \$42.0 million of our publicly traded Class A Shares through an accelerated share repurchase (“ASR”) transaction with a financial institution. Under the terms of the ASR, we paid \$42.0 million in cash to the financial institution and received 1,065,724 Class A Shares as determined by the average of the daily volume-weighted average prices of Class A Shares during the term of the transaction.

The Class B Unit repurchase and the ASR transactions described above were funded using borrowings under the Partnership’s existing revolving credit facility.

Credit Ratings. At March 31, 2026, the Partnership’s senior unsecured debt is rated ‘BBB-’ by S&P Global Ratings and ‘Ba1’ by Moody’s Investors Service.

First Quarter Results

Significant financial and operating highlights for the first quarter of 2026 included:

- Consolidated net income of \$157.7 million;
- Net income attributable to Hess Midstream LP after deduction for noncontrolling interest of \$87.6 million, or \$0.68 basic earnings per Class A Share;
- Net cash provided by operating activities of \$253.3 million;
- Adjusted EBITDA of \$299.8 million;

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- Cash distribution of \$0.7792 per Class A Share declared on April 27, 2026, an increase of \$0.0151 per Class A Share for the first quarter of 2026 as compared with the fourth quarter of 2025.

Revenues and other income in the first quarter of 2026 were \$390.1 million, up from \$382.0 million in the prior-year quarter, primarily due to higher tariff rates, third-party services and pass-through revenues, partially offset by lower throughput volumes. Total operating costs and expenses in the first quarter of 2026 were \$152.0 million, up from \$144.6 million in the prior-year quarter, primarily due to higher depreciation expense. Interest expense, net of interest income, in the first quarter of 2026 was \$55.4 million, approximately flat compared with \$56.4 million in the prior-year quarter. Income tax expense was \$28.2 million, up from \$23.0 million in the prior-year quarter, primarily resulting from ownership changes following the GIP secondary equity offering and Class A Share and Class B Unit repurchase transactions. As a result, consolidated net income decreased \$3.7 million while Adjusted EBITDA increased \$7.5 million for the first quarter of 2026 compared with the first quarter of 2025.

Throughput volumes decreased 5% for oil terminaling and 9% for water gathering in the first quarter of 2026 compared with the first quarter of 2025, primarily due to lower production. Throughput volumes increased 1% for gas processing in the first quarter of 2026 compared with the first quarter of 2025, primarily due to higher third-party volumes.

For additional discussion of the results of operations at the segment level, see “*Results of Operations*” below. For additional information regarding Adjusted EBITDA, our non-GAAP financial measure, see “*How We Evaluate Our Operations*” and “*Reconciliation of Non-GAAP Financial Measure*” below.

How We Generate Revenues

We generate substantially all of our revenues by charging fees for gathering, compressing and processing natural gas and fractionating natural gas liquids (“NGLs”); gathering, terminaling, loading and transporting crude oil and NGLs; storing and terminaling propane; and gathering and disposing of produced water. We have entered into long-term, fee-based commercial agreements with Chevron effective January 1, 2014, for oil and gas services agreements, and effective January 1, 2019, for water services agreements.

Except for the water services agreements and except for a certain gathering sub-system, as described below, each of our commercial agreements with Chevron had an initial 10-year term. We exercised our renewal options to extend each of these commercial agreements for one additional 10-year term (“Secondary Term”) effective January 1, 2024, through December 31, 2033. There were no changes to any provisions of the existing commercial agreements as a result of the exercise of the renewal options. For this gathering sub-system, the initial term is 15 years effective January 1, 2014, and the Secondary Term is 5 years. For the water services agreements the initial term is 14 years effective January 1, 2019, and the Secondary Term is 10 years. We have the sole option to renew these remaining agreements for their Secondary Term that is exercisable at a later date. Upon the expiration of the Secondary Term, if any, the agreements will automatically renew for subsequent one-year periods unless terminated by either party no later than 180 days prior to the end of the applicable Secondary Term.

These agreements include dedications covering substantially all of Chevron’s existing and future owned or controlled production in the Bakken, minimum volume commitments, inflation escalators and fee recalculation mechanisms, all of which are intended to provide us with cash flow stability and growth, as well as downside risk protection. In particular, Chevron’s minimum volume commitments under our commercial agreements provide minimum levels of cash flows and the fee recalculation mechanisms under the agreements allow fees to be adjusted annually to provide us with cash flow stability during the initial term of the agreements. During the Secondary Term of the agreements, the fee recalculation model is replaced by an inflation-based fee structure. See Note 3, *Related Party Transactions* for additional description of our commercial agreements.

Our revenues also include revenues from (i) third-party volumes contracted directly with us, (ii) third-party volumes contracted with Chevron and delivered to us under the commercial agreements with Chevron described above, and (iii) pass-through third-party rail transportation costs, third-party produced water trucking and disposal costs, electricity fees and certain other third-party fees, for which we recognize revenues in an amount equal to the costs. Together with our Sponsor, we are pursuing strategic relationships with third-party producers and other midstream companies with operations in the Bakken in order to maximize our utilization rates.

How We Evaluate Our Operations

Our management uses a variety of financial and operating metrics to analyze our operating results and profitability. These metrics include (i) volumes, (ii) operating and maintenance expenses, and (iii) Adjusted EBITDA.

Volumes. The amount of revenues we generate primarily depends on the volumes of crude oil, natural gas, NGLs and produced water that we handle at our gathering, processing, terminaling, storage facilities and disposal facilities. These volumes are affected primarily by the supply of and demand for crude oil, natural gas and NGLs in the markets served directly or indirectly by our assets, including changes in crude oil prices, which may further affect volumes delivered by Chevron. Although Chevron has committed to minimum volumes under our commercial agreements described above, our results of operations will be impacted by our ability to:

- utilize the remaining uncommitted capacity on, or add additional capacity to, our existing assets, and optimize our existing assets;
- identify and execute expansion projects, and capture incremental throughput volumes from Chevron and third parties for these expanded facilities;
- increase throughput volumes at our Ramberg Terminal Facility, Tioga Rail Terminal and the Johnson's Corner Header System by interconnecting with new or existing third-party gathering pipelines; and
- increase gas throughput volumes by interconnecting with new or existing third-party gathering pipelines.

Operating and Maintenance Expenses. Our management seeks to maximize the profitability of our operations by effectively managing operating and maintenance expenses. These expenses are comprised primarily of costs charged to us under our omnibus agreement and employee secondment agreement, third-party contractor costs, utility costs, insurance premiums, third-party service provider costs, related property taxes and other non-income taxes and maintenance expenses, such as expenditures to repair, refurbish and replace storage facilities and to maintain equipment reliability, integrity and safety. These expenses generally remain relatively stable across broad ranges of throughput volumes but can fluctuate from period to period depending on the mix of activities performed during that period and the timing of substantial expenses, such as gas plant turnarounds. We seek to manage our maintenance expenditures by scheduling periodic maintenance on our assets in order to minimize significant variability in these expenditures and minimize their impact on our cash flow.

Adjusted EBITDA. We define "Adjusted EBITDA" as reported net income (loss) before net interest expense, income tax expense (benefit), and depreciation and amortization, as further adjusted to eliminate the impact of certain items that we do not consider indicative of our ongoing operating performance, such as transaction costs, other income and other non-cash and non-recurring items, if applicable. We use Adjusted EBITDA to analyze our performance and liquidity.

Adjusted EBITDA is a non-GAAP supplemental financial measure that management and external users of our consolidated financial statements, such as industry analysts, investors, lenders and rating agencies, may use to assess:

- our operating performance as compared to other publicly traded companies in the midstream energy industry, without regard to historical cost basis or financing methods;
- the ability of our assets to generate sufficient cash flow to make distributions to our shareholders;
- our ability to incur and service debt and fund capital expenditures; and
- the viability of acquisitions and other capital expenditure projects and the returns on investment of various investment opportunities.

We believe that the presentation of Adjusted EBITDA provides useful information to investors in assessing our financial condition and results of operations. The GAAP measures most directly comparable to Adjusted EBITDA are net income (loss) and net cash provided by (used in) operating activities. Adjusted EBITDA should not be considered as an alternative to GAAP net income (loss), income (loss) from operations, net cash provided by (used in) operating activities or any other measure of financial performance or liquidity presented in accordance with GAAP. Adjusted EBITDA has important limitations as an analytical tool because it excludes some but not all items that affect net income and net cash provided by operating activities. You should not consider Adjusted EBITDA in isolation or as a substitute for analysis of our results as reported under GAAP. Additionally, because Adjusted EBITDA may be defined differently by other companies in our industry, our definition of Adjusted EBITDA may not be comparable to similarly titled measures of other companies, thereby diminishing its utility.

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Results of Operations

Three Months Ended March 31, 2026 Compared to Three Months Ended March 31, 2025

Results of operations for the three months ended March 31, 2026 and 2025 are presented below (in millions, unless otherwise noted).

For the Three Months Ended March 31, 2026	<u>Gathering</u>	<u>Processing and Storage</u>	<u>Terminaling and Export</u>	<u>Interest and Other</u>	<u>Consolidated Hess Midstream LP</u>
Revenues					
Affiliate services	\$ 197.9	\$ 139.1	\$ 36.1	\$ -	\$ 373.1
Third-party services	6.2	9.3	0.1	-	15.6
Other income	-	-	1.4	-	1.4
Total revenues	204.1	148.4	37.6	-	390.1
Costs and expenses					
Operating and maintenance expenses (exclusive of depreciation shown separately below)	49.7	29.3	6.6	-	85.6
Depreciation expense	37.7	16.4	4.4	-	58.5
General and administrative expenses	4.1	1.4	0.3	2.1	7.9
Total operating costs and expenses	91.5	47.1	11.3	2.1	152.0
Income (loss) from operations	112.6	101.3	26.3	(2.1)	238.1
Income from equity investments	-	3.2	-	-	3.2
Interest expense, net	-	-	-	55.4	55.4
Income (loss) before income tax expense	112.6	104.5	26.3	(57.5)	185.9
Income tax expense	-	-	-	28.2	28.2
Net income (loss)	112.6	104.5	26.3	(85.7)	157.7
Less: Net income (loss) attributable to noncontrolling interest	42.4	39.4	9.9	(21.6)	70.1
Net income (loss) attributable to Hess Midstream LP	\$ 70.2	\$ 65.1	\$ 16.4	\$ (64.1)	\$ 87.6
Throughput volumes					
Gas gathering (MMcf/d) ⁽¹⁾	438				438
Crude oil gathering (MBbl/d) ⁽²⁾	110				110
Gas processing (MMcf/d) ⁽¹⁾		430			430
Crude oil terminaling (MBbl/d) ⁽²⁾			119		119
NGL loading (MBbl/d) ⁽²⁾			15		15
Water gathering (MBbl/d) ⁽²⁾	115				115

⁽¹⁾ Million cubic feet per day

⁽²⁾ Thousand barrels per day

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For the Three Months Ended March 31, 2025	Gathering	Processing and Storage	Terminaling and Export	Interest and Other	Consolidated Hess Midstream LP
Revenues					
Affiliate services	\$ 201.2	\$ 143.6	\$ 29.5	\$ -	\$ 374.3
Third-party services	2.4	4.2	0.1	-	6.7
Other income	-	-	1.0	-	1.0
Total revenues	203.6	147.8	30.6	-	382.0
Costs and expenses					
Operating and maintenance expenses (exclusive of depreciation shown separately below)	50.4	27.7	7.5	-	85.6
Depreciation expense	32.4	14.7	4.4	-	51.5
General and administrative expenses	3.0	1.7	0.3	2.5	7.5
Total operating costs and expenses	85.8	44.1	12.2	2.5	144.6
Income (loss) from operations	117.8	103.7	18.4	(2.5)	237.4
Income from equity investments	-	3.4	-	-	3.4
Interest expense, net	-	-	-	56.4	56.4
Income (loss) before income tax expense	117.8	107.1	18.4	(58.9)	184.4
Income tax expense	-	-	-	23.0	23.0
Net income (loss)	117.8	107.1	18.4	(81.9)	161.4
Less: Net income (loss) attributable to noncontrolling interest	57.3	52.0	9.0	(28.5)	89.8
Net income (loss) attributable to Hess Midstream LP	\$ 60.5	\$ 55.1	\$ 9.4	\$ (53.4)	\$ 71.6
Throughput volumes					
Gas gathering (MMcf/d) ⁽¹⁾	431				431
Crude oil gathering (MBbl/d) ⁽²⁾	117				117
Gas processing (MMcf/d) ⁽¹⁾		424			424
Crude oil terminaling (MBbl/d) ⁽²⁾			125		125
NGL loading (MBbl/d) ⁽²⁾			14		14
Water gathering (MBbl/d) ⁽²⁾	126				126

⁽¹⁾ Million cubic feet per day

⁽²⁾ Thousand barrels per day

Gathering

Revenues and other income increased \$0.5 million in the first quarter of 2026 compared to the first quarter of 2025, of which \$4.9 million is attributable to higher pass-through revenue, \$3.9 million is attributable to higher tariff rates, and \$3.0 million is attributable to services provided directly to third parties. These increases are partially offset by \$6.8 million attributable to lower gas gathering physical volumes delivered by Chevron, \$1.8 million attributable to lower crude oil gathering physical volumes delivered by Chevron, \$1.4 million attributable to lower water gathering and disposal revenue and \$1.3 million attributable to lower MVC revenue recognized in the first quarter of 2026.

Operating and maintenance expenses (exclusive of depreciation) decreased \$0.7 million, of which \$5.4 million is attributable to lower employee costs charged to us under our omnibus and employee secondment agreements and \$1.5 million is attributable to lower maintenance activity. These decreases are partially offset by \$4.9 million attributable to higher pass-through costs, including produced water trucking and disposal and electricity fees and \$1.3 million attributable to higher third-party offload fees. Depreciation expense increased \$5.3 million due to new gathering assets brought into service.

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Processing and Storage

Revenues and other income increased \$0.6 million in the first quarter of 2026 compared to the first quarter of 2025, of which \$4.8 million is attributable to services provided directly to third parties, \$3.9 million is attributable to higher tariff rates and \$0.2 million attributable to higher pass-through revenue, partially offset by \$8.3 million attributable to lower gas processing physical volumes delivered by Chevron.

Operating and maintenance expenses (exclusive of depreciation) increased \$1.6 million, of which \$3.1 million is attributable to higher third-party processing and offload fees, partially offset by \$1.5 million attributable to lower maintenance activity and all other costs. Depreciation expense increased \$1.7 million, primarily related to cancellation of the Capa gas plant project and write off of the related costs.

Terminaling and Export

Revenues and other income increased \$7.0 million in the first quarter of 2026 compared to the first quarter of 2025, of which \$7.2 million is attributable to higher tariff rates, \$0.5 million is attributable to MVC revenues that were previously deferred, and \$0.4 million is attributable to services provided directly to third parties, partially offset by \$1.1 million attributable to lower physical volumes delivered by Chevron.

Operating and maintenance expenses (exclusive of depreciation) remained relatively flat in the first quarter of 2026 compared to the first quarter of 2025.

Interest and Other

Interest expense, net of interest income, decreased \$1.0 million in the first quarter of 2026 compared to the first quarter of 2025, of which \$2.8 million is attributable to lower interest on our senior unsecured notes and \$2.0 million is attributable to extinguishment loss, each related to the early redemption of \$800.0 million 5.625% fixed-rate senior unsecured notes in the prior year, partially offset by \$2.5 million attributable to higher interest on higher borrowings under our Credit Facilities and \$1.3 million attributable to lower interest income.

Income tax expense increased \$5.2 million in the first quarter of 2026 compared to the first quarter of 2025, primarily driven by increased ownership of the Partnership by Hess Midstream LP following equity offering and share and unit repurchase transactions in 2025.

Other Factors Expected to Significantly Affect Our Future Results

We currently generate substantially all of our revenues under fee-based commercial agreements with Chevron, including third parties contracted with affiliates of Chevron. These contracts provide cash flow stability and minimize our direct exposure to commodity price fluctuations, since we generally do not own any of the crude oil, natural gas, or NGLs that we handle and do not engage in the trading of crude oil, natural gas, or NGLs. However, commodity price fluctuations indirectly influence our activities and results of operations over the long-term, since they can affect production rates and investments by our Sponsor and third parties in the development of new crude oil and natural gas reserves. The markets for oil and natural gas are volatile and will likely continue to be volatile in the future.

The throughput volumes at our facilities depend primarily on the volumes of crude oil and natural gas produced by our Sponsor and third parties in the Bakken, which, in turn, are ultimately dependent on our Sponsor's and third parties' exploration and production margins. Exploration and production margins depend on the price of crude oil, natural gas, and NGLs. These prices are volatile and influenced by numerous factors beyond our or our customers' control, including the domestic and global supply of and demand for crude oil, natural gas and NGLs. Sustained periods of low prices for oil and natural gas could materially and adversely affect the quantities of oil and natural gas that our Sponsor and third parties can economically produce. The commodities trading markets, as well as global and regional supply and demand factors, may also influence the selling prices of crude oil, natural gas and NGLs. To the extent our plans include revenues for volumes above currently established MVC levels, such revenues could decline to the MVC levels as a result of market volatility. Furthermore, our ability to execute our growth strategy in the Bakken, including attracting third-party volumes, will depend on crude oil and natural gas production in that area, which is also affected by the supply of and demand for crude oil and natural gas.

The majority of our systems entered the Secondary Term of our commercial agreements, which includes a fixed fee structure based on the average fees paid by Chevron during 2021-2023 adjusted annually for inflation up to 3% a year. Such a fee structure may provide less downside risk protection in the future compared to the fee structure we had during the Initial Term of the commercial agreements. For our terminaling and water gathering systems, the rates will continue to be reset through our annual rate redetermination process through 2033. For all of our systems, MVCs will continue to provide downside risk protection through 2033.

PART I – FINANCIAL INFORMATION (CONT'D)

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Reconciliation of Non-GAAP Financial Measure

The following table presents a reconciliation of Adjusted EBITDA to net income and net cash provided by operating activities, the most directly comparable GAAP financial measures, for each of the periods indicated.

(in millions)	Three Months Ended March 31,	
	2026	2025
Reconciliation of Adjusted EBITDA to net income:		
Net income	\$ 157.7	\$ 161.4
Plus:		
Depreciation expense	58.5	51.5
Interest expense, net	55.4	56.4
Income tax expense	28.2	23.0
Adjusted EBITDA	<u>\$ 299.8</u>	<u>\$ 292.3</u>
Reconciliation of Adjusted EBITDA to net cash provided by operating activities:		
Net cash provided by operating activities	\$ 253.3	\$ 202.4
Changes in assets and liabilities	(4.2)	40.1
Amortization of deferred financing costs	(3.0)	(4.9)
Interest expense, net	55.4	56.4
Distribution from equity investments	(4.7)	(4.9)
Income from equity investments	3.2	3.4
Other	(0.2)	(0.2)
Adjusted EBITDA	<u>\$ 299.8</u>	<u>\$ 292.3</u>

PART I – FINANCIAL INFORMATION (CONT'D)

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Capital Resources and Liquidity

We expect our ongoing sources of liquidity to include:

- cash on hand;
- cash generated from operations;
- borrowings under our revolving credit facility;
- issuances of additional debt securities; and
- issuances of additional equity securities.

We believe that cash generated from these sources will be sufficient to meet our operating requirements, our planned short-term capital expenditures, debt service requirements, our quarterly cash distribution requirements, future internal growth projects or potential acquisitions.

Our partnership agreement requires that we distribute all of our available cash to shareholders. For information related to the Company's distributions, see Note 6, *Partners' Capital and Distributions* and Note 11, *Subsequent Events* in the Notes to Consolidated Financial Statements.

Fixed-Rate Senior Notes

For information related to the Company's fixed-rate senior notes, see Note 5, *Debt and Interest Expense* in the Notes to Consolidated Financial Statements.

Credit Facilities

For information related to the Company's credit facilities, see Note 5, *Debt and Interest Expense* in the Notes to Consolidated Financial Statements.

Cash Flows

Operating Activities. Net cash provided by operating activities increased \$50.9 million for the three months ended March 31, 2026, compared to the same period in 2025, primarily due to an increase in cash provided by changes in working capital of \$44.3 million and an increase in revenues and other income of \$8.1 million, partially offset by an increase in expenses, other than depreciation, amortization, equity-based compensation and other non-cash gains and losses of \$1.3 million and a decrease in distributions received from equity investments of \$0.2 million.

Investing Activities. Net cash used in investing activities decreased \$16.7 million for the three months ended March 31, 2026, compared to the same period in 2025, primarily driven by completion of our multi-year expansion of compression capacity and the timing of payments for additions to property, plant, and equipment related to ongoing capital projects.

Financing Activities. Net cash used in financing activities increased \$66.7 million for the three months ended March 31, 2026, compared to the same period in 2025. In the first three months of 2026, net borrowings under our revolving credit facility were \$5.0 million compared to \$113.0 million in the first three months of 2025, and repayments of the term loan facility were \$7.5 million compared to \$5.0 million, respectively. The prior period also included impacts of refinancing of senior unsecured notes of \$11.4 million. In addition, in the first three months of 2026, we spent \$40.0 million less for share and unit repurchases and paid higher distributions to shareholders and noncontrolling interests of \$7.6 million compared to the same period in 2025.

Capital Expenditures

Our operations can be capital intensive, requiring investments to expand, upgrade, maintain or enhance existing operations and to meet environmental and operational regulations.

The following table sets forth a summary of capital expenditures and reconciles capital expenditures on an accrual basis to additions to property, plant and equipment on a cash basis:

	Three Months Ended March 31,	
	2026	2025
(in millions)		
Total capital expenditures	\$ 10.4	\$ 50.1
(Increase) decrease in accrued capital expenditures	11.6	5.9
(Increase) decrease in capital expenditures included in accounts payable - affiliate	6.8	(10.5)
Additions to property, plant and equipment	\$ 28.8	\$ 45.5

PART I – FINANCIAL INFORMATION (CONT'D)

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Capital expenditures in 2026 primarily relate to ongoing gathering system well connects to service Chevron and third-party customers, with the remainder attributable to completion of the compression and gathering pipeline buildout. Capital expenditures in 2025 were attributable to our multi-year expansion of compression capacity and focused on construction of two new compressor stations and associated pipeline infrastructure.

Cautionary Note Regarding Forward-looking Statements

This Quarterly Report on Form 10-Q, including information incorporated by reference herein, contains “forward-looking statements.” Words such as “anticipate,” “estimate,” “expect,” “forecast,” “guidance,” “drive,” “could,” “may,” “should,” “would,” “enable,” “believe,” “intend,” “focus,” “potential,” “project,” “plan,” “trend,” “predict,” “will,” “target,” “opportunity” and similar expressions, and variations or negatives of these words, are intended to identify forward-looking statements, but not all forward-looking statements include such words.

Forward-looking statements relating to the Company’s operations, assets, and strategy are based on management’s current expectations, assessments, estimates, projections and assumptions about the industry. These statements are not guarantees of future performance and are subject to numerous risks, uncertainties and other factors, many of which are beyond the Company’s control and difficult to predict. Therefore, actual outcomes and results may differ materially from our current projections or expectations of future results expressed or forecasted by these forward-looking statements. Among the important factors that could cause actual results to differ materially from those in our forward-looking statements are:

- the ability of Chevron and other parties to satisfy their obligations to us, including Chevron’s ability to meet its drilling and development plans on a timely basis or at all, its ability to deliver its nominated volumes to us, and the operation of joint ventures that we may not control;
- our ability to generate sufficient cash flow to pay current and expected levels of distributions;
- reductions in the volumes of crude oil, natural gas, NGLs and produced water we gather, process, terminal or store;
- the actual volumes we gather, process, terminal or store for Chevron in excess of our MVCs and relative to Chevron’s nominations;
- fluctuations in the prices and demand for crude oil, natural gas and NGLs;
- changes in global economic conditions and the effects of a global economic downturn or inflation on our business and the businesses of our suppliers, customers, business partners and lenders;
- our ability to comply with government regulations or make capital expenditures required to maintain compliance, including our ability to obtain or maintain permits necessary for capital projects in a timely manner, if at all, or the revocation or modification of existing permits;
- our ability to successfully identify, evaluate and timely execute our capital projects, investment opportunities and growth strategies, whether through organic growth or acquisitions;
- costs or liabilities associated with federal, state and local laws, regulations and governmental actions applicable to our business, including legislation and regulatory initiatives relating to environmental protection and health and safety, such as spills, releases, pipeline integrity and measures to limit greenhouse gas emissions and climate change;
- our ability to comply with the terms of our credit facility, indebtedness and other financing arrangements, which, if accelerated, we may not be able to repay;
- reduced demand for our midstream services, including the impact of weather or the availability of competing third-party midstream gathering, processing and transportation operations;
- potential disruption or interruption of our business due to natural and human causes beyond our control, such as accidents, severe weather events, labor disputes, political crises, information technology failures, constraints or disruptions and cyber-attacks;
- any limitations on our ability to access debt or capital markets on terms that we deem acceptable, including as a result of changes in credit ratings, weakness in the oil and gas industry or negative outcomes within commodity and financial markets;
- liability resulting from litigation;
- risks and uncertainties associated with Hess’ integration with Chevron following the completion of the merger, including the failure of Chevron to realize anticipated synergies of the merger in the expected timeframe, operational challenges, the diversion of management’s attention from ongoing business concerns, or unforeseen expenses associated with the merger; and
- other factors described in *Item 1A – Risk Factors* in our 2025 Annual Report and any additional risks described in our other filings with the Securities and Exchange Commission.

Other unpredictable or unknown factors not discussed in this report could also cause actual results to differ materially from those in our forward-looking statements. Caution should be taken not to place undue reliance on any such forward-looking statements since such statements speak only as of the date of this report. Except as required by law, we undertake no obligation to publicly update or revise any forward-looking statements, whether because of new information, future events or otherwise.

PART I – FINANCIAL INFORMATION (CONT'D)

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Item 3. Quantitative and Qualitative Disclosures about Market Risk

Market risk is the risk of loss arising from adverse changes in market rates and prices. We generally do not take ownership of the crude oil, natural gas or NGLs that we currently gather, process, terminal, store or transport for our customers. Because we generate substantially all of our revenues by charging fees under long-term commercial agreements with Chevron with minimum volume commitments, our Sponsor bears the risks associated with fluctuating commodity prices and we have minimal direct exposure to commodity prices.

In the normal course of our business, we are exposed to market risks related to changes in interest rates. Our financial risk management activities may include transactions designed to reduce risk by reducing our exposure to interest rate movements. Interest rate swaps may be used to convert interest payments on certain long-term debt. At March 31, 2026, we did not have in place any derivative instruments to hedge any exposure to changes in interest rates.

At March 31, 2026, our total debt had a carrying value of \$3,772.0 million and a fair value of approximately \$3,789.0 million, based on Level 2 inputs in the fair value measurement hierarchy. A 15% increase or decrease in interest rates would decrease or increase the fair value of our fixed rate debt by approximately \$67.8 million or \$66.7 million, respectively. The carrying value of the amounts under our Term Loan A facility and revolving credit facility at the quarter-end approximated their fair value. Any changes in interest rates do not impact cash outflows associated with fixed rate interest payments or settlement of debt principal, unless a debt instrument is repurchased prior to maturity. Our exposure to market risk related to changes in interest rates has not materially changed from what we previously disclosed in our 2025 Annual Report.

Item 4. Controls and Procedures

Based upon their evaluation of the Company's disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) as of March 31, 2026, Jonathan C. Stein, Chief Executive Officer, and Michael J. Chadwick, Chief Financial Officer, concluded that these disclosure controls and procedures were effective as of March 31, 2026.

There was no change in internal control over financial reporting, as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act, in the quarter ended March 31, 2026 that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

PART II – OTHER INFORMATION

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Item 1. Legal Proceedings

Information regarding legal proceedings is contained in Note 9, *Commitments and Contingencies* in the Notes to Consolidated Financial Statements and is incorporated herein by reference. Pursuant to Item 103(c)(3)(iii) of Regulation S-K under the Exchange Act, we are required to disclose certain information about environmental proceedings to which a governmental authority is a party if we reasonably believe such proceedings may result in monetary sanctions, exclusive of interest and costs, above a stated threshold. We have elected to apply a threshold of \$1 million for purposes of determining whether disclosure of any such proceedings is required.

Item 1A. Risk Factors

Part I, Item 1A. *Risk Factors* in our 2025 Annual Report includes certain risk factors that could materially affect our business, financial condition, or future results. Those risk factors have not materially changed.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

Issuer Purchases of Equity Securities

Our Class A Share repurchase activities for the three months ended March 31, 2026 were as follows:

Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Number of Shares that May Yet be Purchased Under the Plans or Programs (In millions)
January 1-31, 2026	-	-	-	-
February 1-28, 2026	-	-	-	-
March 1-31, 2026	1,065,724	\$ 39.41	1,065,724	-
Total	1,065,724	\$ 39.41	1,065,724	-

In March 2026, we entered into an ASR agreement with a financial institution to repurchase \$42.0 million of our publicly traded Class A Shares. See Note 2, *Equity Transactions* in the Notes to Consolidated Financial Statements for additional information.

Item 5. Other Information

During the three months ended March 31, 2026, none of our directors or officers (as defined in Rule 16a-1(f) under the Exchange Act) adopted or terminated a “Rule 10b5-1 trading arrangement” or “non-Rule 10b5-1 trading arrangement,” as each term is defined in Item 408(a) of Regulation S-K.

On May 5, 2026, our general partner, Hess Midstream GP LLC, Hess, Hess Trading Corporation (“HTC”) and Chevron entered into a First Amendment (the “Amendment”) to the Amended and Restated Employee Secondment Agreement, dated as of December 16, 2019 (the “employee secondment agreement”), pursuant to which Hess and HTC agreed to second certain personnel to our general partner in support of our operations. Pursuant to the Amendment, effective as of January 1, 2026, Hess and HTC assigned, and Chevron assumed, all of their respective rights and obligations under the employee secondment agreement, including the obligation to second personnel to our general partner. The Amendment also amends certain references and other terms of the employee secondment agreement to reflect the assignment. All other terms of the employee secondment agreement remain in full force and effect. The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment, a copy of which is filed as Exhibit 10.2 to this Quarterly Report on Form 10-Q and is incorporated herein by reference.

PART II – OTHER INFORMATION (CONT'D)

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Item 6. Exhibits

Exhibits

10.1	Unit Repurchase Agreement, dated as of March 2, 2026, by and among Hess Midstream LP, Hess Midstream Operations LP and Hess Investments North Dakota LLC (incorporated by reference herein to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on March 4, 2026)
10.2†*	First Amendment to Amended and Restated Employee Secondment Agreement, entered into as of May 5, 2026, by and among Hess Corporation, Hess Trading Corporation, Chevron U.S.A. Inc. and Chevron Corporation, Hess Midstream GP LP and Hess Midstream GP LLC
31.1*	Certification required by Rule 13a-14(a) (17 CFR 240.13a-14(a)) or Rule 15d-14(a) (17 CFR 240.15d-14(a))
31.2*	Certification required by Rule 13a-14(a) (17 CFR 240.13a-14(a)) or Rule 15d-14(a) (17 CFR 240.15d-14(a))
32.1**	Certification required by Rule 13a-14(b) (17 CFR 240.13a-14(b)) or Rule 15d-14(b) (17 CFR 240.15d-14(b)) and Section 1350 of Chapter 63 of Title 18 of the United States Code (18 U.S.C. 1350)
32.2**	Certification required by Rule 13a-14(b) (17 CFR 240.13a-14(b)) or Rule 15d-14(b) (17 CFR 240.15d-14(b)) and Section 1350 of Chapter 63 of Title 18 of the United States Code (18 U.S.C. 1350)
101(INS)*	Inline XBRL Instance Document – the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document
101(SCH)*	Inline XBRL Taxonomy Extension Schema Document With Embedded Linkbase Documents
104*	Cover Page Interactive Data File (embedded within the Inline XBRL document)

† Certain confidential portions of this Exhibit were omitted by means of marking such portions with brackets (“[***]”) because the identified confidential portions (i) are not material and (ii) is the type of information that the registrant treats as private or confidential.

* Filed herewith

** Furnished herewith

SIGNATURES

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Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

HESS MIDSTREAM LP (Registrant)

By: HESS MIDSTREAM GP LP, its General Partner

By: HESS MIDSTREAM GP LLC, its General Partner

By /s/ Jonathan C. Stein

Jonathan C. Stein

Chief Executive Officer

By /s/ Michael J. Chadwick

Michael J. Chadwick

Chief Financial Officer

Date: May 7, 2026

**FIRST AMENDMENT TO
AMENDED AND RESTATED EMPLOYEE SECONDMENT AGREEMENT**

This FIRST AMENDMENT TO AMENDED AND RESTATED EMPLOYEE SECONDMENT AGREEMENT (this “Amendment”) is entered into as of May 5, 2026, and is effective as of January 1, 2026 (the “Effective Date”) by and among (i) HESS CORPORATION, a Delaware corporation (“Hess Corp.”), (ii) HESS TRADING CORPORATION, a Delaware corporation (“HTC” and, together with Hess Corp., “Hess”), (iii) CHEVRON U.S.A. INC., a Pennsylvania corporation (“CUSA”), (iv) CHEVRON CORPORATION, a Delaware corporation (“CVX” and, together with CUSA, “Chevron Parties” and each, a “Chevron Party”), (v) HESS MIDSTREAM GP LP, a Delaware limited partnership (“HESM GP LP”), and (vi) HESS MIDSTREAM GP LLC, a Delaware limited liability company (“HESM GP LLC”).

RECITALS:

WHEREAS, reference is made to that certain Amended and Restated Employee Secondment Agreement, dated as of December 16, 2019 (the “Secondment Agreement”), by and among Hess, HESM GP LP, HESM GP LLC, and for the limited purposes set forth in Section 6.5 of the Secondment Agreement, Hess Midstream Partners GP LP, a Delaware limited partnership (“MLP GP LP”), and Hess Midstream Partners GP LLC, a Delaware limited liability company (“MLP GP LLC”);

WHEREAS, on July 18, 2025, CVX completed its acquisition of Hess Corp. pursuant to that certain Agreement and Plan of Merger, dated as of October 22, 2023, by and among CVX, Hess Corp. and Yankee Merger Sub Inc., a Delaware corporation (“Merger Subsidiary”), as a result of which, Merger Subsidiary merged with and into Hess Corp. (the “Merger”), with Hess Corp. continuing as the surviving corporation and a direct, wholly owned subsidiary of CVX;

WHEREAS, pursuant to (a) Section 6.4 of the Secondment Agreement, the Secondment Agreement may be amended or modified only by a written instrument executed by each of the Parties other than MLP GP LP and MLP GP LLC, and (b) Section 6.8 of the Secondment Agreement, no Party (as defined in the Secondment Agreement) may assign any of its rights or duties under the Secondment Agreement without the prior written approval of the other Party;

WHEREAS, Hess desires to assign to the Chevron Parties, and the Chevron Parties desire to accept and assume, all of Hess’s right, title, interest and obligations in, to and under the Secondment Agreement (the “Assignment”); and

WHEREAS, the Parties desire to amend the Secondment Agreement as set forth herein to reflect the Assignment.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. ASSIGNMENT.

1.1 Assignment. As of the Effective Date, Hess hereby assigns, transfers and conveys to the Chevron Parties, and the Chevron Parties hereby jointly accept and assume, all of Hess’s right, title and interest in, to and under, the Secondment Agreement, and the Chevron Parties hereby accept that each of the Chevron Parties shall be jointly and severally liable for all obligations of Hess under the Secondment Agreement and jointly entitled to all rights of Hess thereunder.

1.2 Consent to Assignment. Each of the Parties hereby consents and agrees to the Assignment for purposes of Section 6.8 of the Secondment Agreement.

2. AMENDMENT.

2.1 Amendments to Secondment Agreement. Effective immediately following the Assignment pursuant to Section 1.1, the Secondment Agreement is hereby amended as follows:

(a) *Certain References*. All references to “Hess” in the Secondment Agreement shall be deemed to be references to the Chevron Parties; *provided, however*, that for the avoidance of doubt, the foregoing shall not be deemed to amend any reference to “Hess Corp.” in the Secondment Agreement (including for purposes of Sections 3.1(d) and 5.2(c) of the Secondment Agreement), and all such references shall continue to refer to Hess Corp. except as set forth in Section 2.1(d) below.

(b) Section 2.1 of the Secondment Agreement is hereby amended and restated in its entirety as follows:

“2.1 Seconded Employees. Subject to the terms of this Agreement, the Chevron Parties agree to second, or to cause their respective Affiliates to second, the Seconded Employees to the General Partner, and the General Partner agrees to accept the Secondment of the Seconded Employees for the purpose of performing job functions related to the Assets and any other assets held from and after the Effective Date by any member of the Public Company Group, including those job functions set forth on Exhibit B (the “*Employee Functions*”). The Seconded Employees will remain at all times the employees of the applicable Chevron Party or its Affiliate, and will also be co-employees of the General Partner during the Period of Secondment. The Seconded Employees shall, at all times during the Period of Secondment while performing any Employee Function hereunder, work under the direction, supervision and control of the General Partner or the applicable member of the Public Company Group. Seconded Employees shall have no authority or apparent authority to act on behalf of the Chevron Parties or their Affiliates during the Period of Secondment. Those rights and obligations of the Parties under this Agreement that relate to individuals that were Seconded Employees but then later ceased to be Seconded Employees, which rights and obligations accrued during the Period of Secondment, will survive the removal of such individual from the group of Seconded Employees to the extent necessary to enforce such rights and obligations.”

(c) Section 6.2 of the Secondment Agreement is hereby amended and restated in its entirety as follows:

“6.2 Notices. All written notices, requests, demands and other communications required or permitted to be given under this Agreement shall be deemed sufficient in all respects (a) if given in writing and delivered personally, (b) if sent by overnight courier, (c) if mailed by U.S. Express Mail or by certified or registered U.S. Mail with all postage fully prepaid, (d) sent by facsimile transmission (provided any such facsimile transmission is confirmed either orally or by written confirmation), or (e) sent by electronic mail transmission (provided any such electronic mail transmission is confirmed either orally or by written confirmation, including via a reply electronic mail transmission) and, in each case, addressed to the appropriate Party at the address for such party shown below:

If to the General Partner:

Hess Midstream GP LP
1400 Smith Street
Houston, TX 77002
Attention: Michael J. Chadwick
Email: [***]

If to a Chevron Party:

Chevron Corporation
1400 Smith Street
Houston, TX 77002
Attention: Kari H Endries
Email: [***]

With a copy to:

Hess Midstream GP LLC
1501 McKinney Street
Houston, TX 77010
Attention: Michael J. Chadwick
Email: [***]

Any notice given in accordance herewith shall be deemed to have been given (i) when delivered to the addressee in person, or by courier, during normal business hours, or on the next Business Day if delivered after business hours, (ii) when received by the addressee via facsimile or electronic mail transmission during normal business hours, or on the next Business Day if received after business hours, or (iii) upon actual receipt by the addressee after such notice has either been delivered to an overnight courier or deposited in the U.S. Mail, as the case may be. The Parties may change the address, telephone number, facsimile number, electronic mail address and individuals to which such communications to any Party are to be addressed by giving written notice to the other Parties in the manner provided in this Section 6.2.”

(d) Exhibit B to the Secondment Agreement is hereby amended (i) to replace the reference to “Hess Corp.” with “the Chevron Parties” and (ii) to delete the following language in its entirety:

“The Employee Functions to be provided by the Seconded Employees of HTC include, and are limited to, the following functions with respect to the Assets and/or the businesses of the Public Company Group.”

3. MISCELLANEOUS.

3.1 Governing Law. This Assignment shall be governed by the laws of the State of Texas without giving effect to its conflict of laws principles.

3.2 Severability. If any term or provision of this Assignment or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Assignment or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Assignment shall be valid and enforced to the fullest extent permitted by law.

3.3 Ratification of Secondment Agreement. Except as otherwise amended or modified pursuant to this Amendment, the Secondment Agreement shall remain unchanged and in full force and effect and the terms of the same are hereby ratified and affirmed.

3.4 Counterparts. This Amendment may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement. Transmission of .pdf or other electronic facsimiles of signed counterparts hereof shall have the same force and effect as the actual delivery of original executed counterparts.

3.5 Further Assurances. The parties hereto each agree to execute any and all other documents and to take any further actions reasonably necessary to consummate the assignments, assumptions and transfers contemplated herein.

[Signature pages follow.]

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date set forth above.

HESS CORP.:

HESS CORPORATION, a Delaware corporation

By: /s/ Harpreet K. Tiwana
Name: Harpreet K. Tiwana
Title: Assistant Secretary

HTC:

HESS TRADING CORPORATION, a Delaware corporation

By: /s/ Scott M. Banks
Name: Scott M. Banks
Title: Assistant Secretary

HESM GP LP:

HESS MIDSTREAM GP LP, a Delaware limited partnership

By: Hess Midstream GP LLC, its general partner

By: /s/ Michael J. Chadwick
Name: Michael J. Chadwick
Title: Chief Financial Officer

HESM GP LLC:

HESS MIDSTREAM GP LLC, a Delaware limited liability company

By: /s/ Michael J. Chadwick
Name: Michael J. Chadwick
Title: Chief Financial Officer

*[Signature Page to First Amendment to
Amended and Restated Employee Secondment Agreement]*

CHEVRON PARTIES:

CHEVRON U.S.A. INC., a Pennsylvania corporation

By: /s/ Valerie B. Villaraza
Name: Valerie B. Villaraza
Title: Assistant Secretary

CHEVRON CORPORATION, a Delaware corporation

By: /s/ Kari H. Endries
Name: Kari H. Endries
Title: Assistant Secretary

*[Signature Page to First Amendment to
Amended and Restated Employee Secondment Agreement]*

**CERTIFICATION PURSUANT TO SECTION 302 OF
THE SARBANES-OXLEY ACT OF 2002**

I, Jonathan C. Stein, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Hess Midstream LP;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 7, 2026

By /s/ Jonathan C. Stein
Jonathan C. Stein
Chief Executive Officer
HESS MIDSTREAM GP LP, its General Partner
HESS MIDSTREAM GP LLC, its General Partner

**CERTIFICATION PURSUANT TO SECTION 302 OF
THE SARBANES-OXLEY ACT OF 2002**

I, Michael J. Chadwick, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Hess Midstream LP;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 7, 2026

By /s/ Michael J. Chadwick
Michael J. Chadwick
Chief Financial Officer
HESS MIDSTREAM GP LP, its General Partner
HESS MIDSTREAM GP LLC, its General Partner

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Hess Midstream LP (the "Partnership") on Form 10-Q for the period ended March 31, 2026 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Jonathan C. Stein, Chief Executive Officer of Hess Midstream GP LLC, the general partner of the Partnership, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Partnership.

Date: May 7, 2026

By /s/ Jonathan C. Stein
Jonathan C. Stein
Chief Executive Officer
HESS MIDSTREAM GP LP, its General Partner
HESS MIDSTREAM GP LLC, its General Partner

A signed original of this written statement required by Section 906 has been provided to the Partnership and will be retained by the Partnership and furnished to the Securities and Exchange Commission or its staff upon request.

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Hess Midstream LP (the "Partnership") on Form 10-Q for the period ended March 31, 2026 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Michael J. Chadwick, Chief Financial Officer of Hess Midstream GP LLC, the general partner of the Partnership, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Partnership.

Date: May 7, 2026

By /s/ Michael J. Chadwick
Michael J. Chadwick
Chief Financial Officer
HESS MIDSTREAM GP LP, its General Partner
HESS MIDSTREAM GP LLC, its General Partner

A signed original of this written statement required by Section 906 has been provided to the Partnership and will be retained by the Partnership and furnished to the Securities and Exchange Commission or its staff upon request.
