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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report: April 4, 2017
(Date of earliest event reported)

Hess Midstream Partners LP
(Exact name of registrant as specified in its charter)

Delaware	**001-38050**	**36-4777695**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(I.R.S. Employer Identification No.)**

1501 McKinney Street
Houston, TX 7701
(Address of principal executive offices and zip code)

(713) 496-4200
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreement.

Underwriting Agreement

On April 4, 2017, Hess Midstream Partners LP (the "Partnership") entered into an Underwriting Agreement (the "Underwriting Agreement"), by and among the Partnership, Hess Midstream Partners GP LP, the general partner of the Partnership (the "General Partner"), Hess Midstream Partners GP LLC, the general partner of the General Partner ("MLP GP LLC"), Hess Infrastructure Partners LP ("HIP" and, together with the Partnership, the General Partner and MLP GP LLC, the "Partnership Parties") and Goldman, Sachs & Co. and Morgan Stanley & Co. LLC, as representatives of the several underwriters named therein (the "Underwriters"), providing for the offer and sale by the Partnership (the "Offering"), and the purchase by the Underwriters, of 14,780,000 common units (the "Firm Units") representing limited partner interests in the Partnership ("Common Units") at a price to the public of $23.00 per Common Unit ($21.62 per Common Unit, net of underwriting discounts). Pursuant to the Underwriting Agreement, the Partnership also granted the Underwriters an option for a period of 30 days (the "Option") to purchase up to an additional 2,217,000 Common Units (the "Option Units") on the same terms. On April 5, 2017, the Underwriters exercised the Option in full.

The material terms of the Offering are described in the prospectus, dated April 4, 2017 (the "Prospectus"), filed by the Partnership with the United States Securities and Exchange Commission (the "Commission") on April 6, 2017, pursuant to Rule 424(b)(4) under the Securities Act of 1933, as amended (the "Securities Act"). The Offering is registered with the Commission pursuant to a Registration Statement on Form S-1, as amended (File No. 333-198896), initially filed by the Partnership on September 24, 2014.

The Underwriting Agreement contains customary representations, warranties and agreements of the parties, and customary conditions to closing, obligations of the parties and termination provisions. The Partnership Parties have agreed to indemnify the Underwriters against certain liabilities, including liabilities under the Securities Act, and to contribute to payments the Underwriters may be required to make in respect of those liabilities.

The Offering closed on April 10, 2017. The Partnership received proceeds (net of underwriting discounts and structuring fees but before offering expenses) from the Offering of approximately $365.5 million. As described in the Prospectus, the Partnership will use the net proceeds from the sale of the Firm Units and the Option Units (i) to make a distribution to Hess Investments North Dakota LLC ("HINDL"), a subsidiary of Hess Corporation ("Hess"), and GIP II Blue Holding Partnership, L.P., an entity managed by Global Infrastructure Management ("GIP" and, together with HINDL, the "Sponsors"), in whole or in part as reimbursement for preformation capital expenditures; (ii) to pay revolving credit facility origination fees; and (iii) for general partnership purposes, including to fund expansion capital expenditures and the Partnership's working capital needs.

As more fully described under the caption "Underwriting" in the Prospectus, certain of the Underwriters may from time to time in the future provide investment banking and financial advisory and other financial services in the ordinary course of their business for the Partnership and its affiliates for which they may receive customary fees and expenses.

The foregoing description is qualified in its entirety by reference to the full text of the Underwriting Agreement, which is filed as Exhibit 1.1 to this Current Report on Form 8-K and is incorporated in this Item 1.01 by reference.

Contribution, Conveyance and Assumption Agreement

The description of the Contribution Agreement (as defined below) provided below under Item 2.01 is incorporated into this Item 1.01 by reference. A copy of the Contribution Agreement is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Omnibus Agreement

On April 10, 2017, in connection with the closing of the Offering, the Partnership entered into an Omnibus Agreement (the "Omnibus Agreement") with Hess, HIP, Hess Infrastructure Partners GP LLC ("HIP GP"), Hess TGP GP LLC ("HTGP GP"), Hess TGP Operations LP ("HTGP Opco"), Hess North Dakota Export Logistics GP LLC ("Logistics GP"), Hess North Dakota Export Logistics Operations LP ("Logistics Opco"), Hess North Dakota Pipelines Operations LP ("Gathering Opco"), Hess North Dakota Pipelines GP LLC ("Gathering GP"), the General Partner and MLP GP LLC that addresses the following matters:

- the Partnership's obligation to reimburse Hess for certain direct or allocated costs and expenses incurred by Hess in providing operational support and administrative services to the Partnership, including, but not limited to, the following:
    - the total allocable costs of Hess's employees and contractors, subcontractors or other outside personnel engaged by Hess and its subsidiaries to the extent such employees and outside personnel perform operational support and administrative services for the Partnership's benefit, plus a specified percentage markup of such amount depending on the type of service provided;
    - any expenses incurred or payments made by Hess or its subsidiaries on the Partnership's behalf that relate to insurance coverage with respect to the Partnership's assets or business;
    - all expenses and expenditures incurred by Hess and its subsidiaries on the Partnership's behalf as a result of the Partnership becoming and continuing as a publicly traded partnership; and
    - any other out-of-pocket costs and expenses incurred by Hess and its subsidiaries in providing the operational support and administrative services, as well as any other out-of-pocket costs and expenses incurred by Hess and its subsidiaries on the Partnership's behalf;
- the Partnership's right of first offer, until the earlier to occur of the tenth anniversary of the closing of the Offering and the date that Hess and its affiliates cease to own at least a 15% ownership interest in the general partner of HIP, to acquire HIP's retained 80% economic interest and 49% voting interest in each of HTGP Opco, Logistics Opco and Gathering Opco;
- HIP's obligation to indemnify the Partnership for certain matters, including certain pre-closing environmental, title and tax matters;
- the Partnership's obligation to indemnify Hess, HIP and their subsidiaries for events and conditions associated with the operation of the Partnership's assets that occur after the closing of the Offering and for environmental liabilities to the extent Hess is not obligated to indemnify the Partnership for such liabilities; and
- the granting of a license from Hess to the Partnership with respect to the use of certain Hess trademarks.

The Omnibus Agreement may be terminated by the written consent of each of the parties or upon written notice by any party if Hess and its affiliates cease to own at least a 15% ownership interest in the general partner of HIP. The indemnification obligations will survive any such termination in accordance with their terms.

The foregoing description is qualified in its entirety by reference to the Omnibus Agreement, which is filed as Exhibit 10.2 to this Current Report on Form 8-K and is incorporated herein by reference.

Employee Secondment Agreement

On April 10, 2017, the General Partner and MLP GP LLC entered into an Employee Secondment Agreement (the "Secondment Agreement") with Hess and Hess Trading Corporation ("HTC") pursuant to which certain employees of Hess and HTC will be seconded to the General Partner to provide services with respect to the Partnership's assets and operations, including, among other things: (i) corporate functions such as: executive oversight (including select positions involving legal, tax and management of key controls and processes); business and corporate development (including treasurer, controller and corporate secretary functions); unitholder and investor relations; communications and public relations; (ii) maintenance functions such as day-to-day routine and emergency supervision and related functions required in connection with the maintenance and repair of the Partnership's assets; obligations required by right-of-way agreements; equipment inspection, surveillance, corrosion control and monitoring; troubleshooting; implementing a preventative maintenance program; record retention; and regulatory and safety compliance; (iii) operating functions such as day-to-day routine and emergency supervision of the operation of the Partnership's assets; monitoring and control of processing and terminaling facilities and pipelines; periodic performance testing; scheduling and coordinating all outages and maintenance shutdowns; obtaining and renewing operating licenses and permits; and technical engineering support; (iv) administrative functions such as preparation, filing and renewal of tariffs, permits and permit updates; filings with the Federal Energy Regulatory Commission; and product quality and assurance; (v) construction functions such as construction, reconstruction, reconditioning, overhaul and replacement of the Partnership's assets and related facilities; and oversight, management, planning, design and engineering functions necessary in connection with such activities; and (vi) and such other operational, commercial and business functions that are necessary to develop and execute the Partnership's business strategy. During their period of secondment to the General Partner, the seconded employees will work under the management and supervision of MLP GP LLC, on behalf of the General Partner.

In consideration of the services provided by Hess and HTC under the Secondment Agreement, MLP GP LLC will pay Hess a secondment fee, payable on a monthly basis, that is intended to cover and reimburse Hess for the total costs actually incurred by Hess and its affiliates in connection with employing the seconded employees to the extent such total costs are attributable to the provision of services with respect to the Partnership's assets and operations. Hess will determine in good faith the percentage of the costs that are attributable to the services provided by the seconded employees based on Hess's then-current corporate transfer pricing policies, as generally applied in a non-discriminatory manner, or based on such other reasonable cost allocation methodology as Hess shall determine. The Partnership will reimburse MLP GP LLC for the cost of the secondment fee payable by MLP GP LLC under the agreement.

The Secondment Agreement has an initial term of 10 years and may be renewed by the General Partner for one additional 10-year term. The General Partner may terminate the agreement or reduce the level of services under the agreement at any time upon 30 days' prior written notice to Hess. Either party may terminate the agreement if Hess and its affiliates cease to own at least a 15% ownership interest in the general partner of HIP, or if the other party is in material default under the agreement and such party fails to cure the material default within 15 days or if the other party files for bankruptcy, makes an assignment for the benefit of creditors, or otherwise becomes bankrupt.

Under the agreement, Hess will indemnify the Partnership, the General Partner, MLP GP LLC and the Partnership's directors, officers, employee and subsidiaries from any costs, expenses, claims, losses or liabilities arising from the termination of employment of any seconded employee by Hess without the prior written consent of the General Partner, even though such costs, expenses, claims, losses or liabilities may be caused by the Partnership's negligence, except to the extent that such costs, expenses, claims, losses or liabilities arise out of the Partnership's sole negligence, gross negligence or willful misconduct.

The foregoing description is qualified in its entirety by reference to the Secondment Agreement, which is filed as Exhibit 10.3 to this Current Report on Form 8-K and is incorporated herein by reference.

Registration Rights Agreement

On April 10, 2017, in connection with the closing of the Offering, the Partnership entered into a registration rights agreement (the "Registration Rights Agreement") with the Sponsors pursuant to which the Partnership will grant each of the Sponsors and certain of their affiliates certain demand and piggyback registration rights. Under the Registration Rights Agreement, each of the Sponsors and certain of their affiliates will generally have the right, subject to specified limitations, to require the Partnership to file a registration statement for the public sale of Common Units (including any Common Units received in connection with the conversion of the Partnership's subordinated units ("Subordinated Units")) owned by such Sponsor. In addition, if the Partnership sells any Common Units in a registered underwritten offering, each of the Sponsors and certain of their affiliates will have the right, subject to specified limitations, to include its Common Units in that offering. In the Registration Rights Agreement, the Partnership has agreed to indemnify the Sponsors and certain of their affiliates, in the event that any such person elects to dispose of their Common Units in an underwritten offering, against certain liabilities, including liabilities under the Securities Act, and to contribute to payments such person may be required to make in respect of those liabilities.

The foregoing description of the Registration Rights Agreement is qualified in its entirety by reference to the full text of the Registration Rights Agreement, which is filed as Exhibit 4.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Long-Term Incentive Plan

In connection with the Offering, the board of directors of MLP GP LLC (the "Board") adopted the Hess Midstream Partners LP 2017 Long-Term Incentive Plan (the "LTIP"). Awards under the LTIP are available for officers, directors and employees of MLP GP LLC or its affiliates, and any consultants, affiliates of the MLP GP LLC or other individuals who perform services for the Partnership. The LTIP allows for the grant, from time to time at the at the discretion of the plan administrator or any delegate thereof, subject to applicable law, of unit awards, restricted units, phantom units, unit options, unit appreciation rights, distribution equivalent rights, profits interest units and other unit-based awards. The LTIP limits the number of units that may be delivered pursuant to vested awards to 3,000,000 Common Units, subject to proportionate adjustment in the event of unit splits and similar events. Common Units subject to awards that are cancelled, forfeited, withheld to satisfy exercise prices or tax withholding obligations or otherwise terminated without delivery of the Common Units will be available for delivery pursuant to other awards.

The LTIP will be administered by the Board or any committee thereof that may be established for such purpose or to which the Board or such committee may delegate such authority, subject to applicable law. The plan administrator, at its discretion, may terminate the LTIP at any time with respect to the Common Units for which a grant has not previously been made. The plan administrator also has the right to alter or amend the LTIP or any part of it from time to time or to amend any outstanding award made under the LTIP, provided that no change in any outstanding award may be made that would materially impair the vested rights of the participant without the consent of the affected participant or result in taxation to the participant under Section 409A of the Internal Revenue Code of 1986, as amended

The foregoing description is qualified in its entirety by reference to the LTIP, which is filed as Exhibit 10.4 to this Current Report on Form 8-K and is incorporated herein by reference.

Amended Opco Partnership Agreements

On April 10, 2017, in connection with the closing of the Offering, (i) HTGP Opco amended and restated its agreement of limited partnership in the form of the Second Amended and Restated Agreement of Limited Partnership of Hess TGP Operations LP (the "Amended HTGP Opco LPA"); (ii) Logistics Opco amended and restated its agreement of limited partnership in the form of the Second Amended and Restated Agreement of Limited Partnership of Hess North Dakota Export Logistics Operations LP (the "Amended Logistics Opco LPA"); and (iii) Gathering Opco amended and restated its agreement of limited partnership in the form of the Amended and Restated Agreement of Limited Partnership of Hess North Dakota Pipelines Operations LP (the "Amended Gathering Opco LPA" and, together with the Amended HTGP Opco LPA and the Amended Logistics Opco LPA, the "Amended Opco Partnership Agreements"). Pursuant to the Amended Opco Partnership Agreements, the Partnership, through its ownership of the sole general partner interest of each of HTGP Opco, Logistics Opco and Gathering Opco, owns a 51% voting interest and a 20% economic interest in HTGP Opco, Logistics Opco and Gathering Opco, and HIP, through its ownership of the sole limited partner interest in each of HTGP Opco, Logistics Opco and Gathering Opco, owns a 49% voting interest and a 80% economic interest in HTGP Opco, Logistics Opco and Gathering Opco.

The Partnership will control the management of HTGP Opco, Logistics Opco and Gathering Opco through the Partnership's ownership of their general partners and will have the right to appoint all of the officers of HTGP Opco, Logistics Opco and Gathering Opco. The general partner of each of HTGP Opco, Logistics Opco and Gathering Opco may not be removed as general partner without the Partnership's consent. Certain actions of HTGP Opco, Logistics Opco and Gathering Opco require the unanimous approval of both the Partnership and HIP, including:

- any reorganization, merger, consolidation or similar transaction or any sale or lease of all or substantially all of the assets of HTGP Opco, Logistics Opco or Gathering Opco;
- the creation of any new class of partnership interests in HTGP Opco, Logistics Opco or Gathering Opco or the issuance of any additional partnership interests or any securities convertible into or exchangeable for any partnership interests in HTGP Opco, Logistics Opco or Gathering Opco;
- the admission, through a transfer of partnership interests, or withdrawal of any person as a partner of HTGP Opco, Logistics Opco or Gathering Opco;
- causing or permitting HTGP Opco, Logistics Opco or Gathering Opco to file an application for bankruptcy;
- approving any modification, alteration or amendment to the amount, timing, frequency or method of calculation of distributions from HTGP Opco, Logistics Opco or Gathering Opco;
- approving any distribution by HTGP Opco, Logistics Opco or Gathering Opco of any assets in kind or any distribution of any cash or property on a non-pro rata basis (other than distributions in respect of excess capital contributions) and determining the value of any in-kind property; and
- the making or changing of certain tax elections of HTGP Opco, Logistics Opco or Gathering Opco.

The general partner of each of HTGP Opco, Logistics Opco and Gathering Opco may from time to time request that the partners of HTGP Opco, Logistics Opco or Gathering Opco, as applicable, make additional capital contributions. If any partner elects not to make such an additional capital contribution, the other partners may elect to make an excess capital contribution consisting of its respective pro rata portion of the requested capital contribution. If any partner makes such an excess capital contribution, such partner will be entitled to receive a preferred distribution in the amount of such excess capital contribution, plus an agreed return based on LIBOR plus a specified percentage, prior to the distribution of distributable cash to the partners. Following the distribution of distributable cash to the partners entitled to receive such a preferred return on their excess capital contributions, HTGP Opco, Logistics Opco or Gathering Opco, as applicable, will distribute all distributable cash on a pro rata basis to the partners in accordance with their respective economic interest. All distributions will be made within 45 days following the end of each quarter.

The foregoing description is qualified in its entirety by reference to the Amended HTGP Opco LPA, the Amended Logistics Opco LPA and the Amended Gathering Opco LPA, which are filed as Exhibit 10.5, Exhibit 10.6 and Exhibit 10.7, respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

Credit Agreement

As described in the Prospectus, on March 15, 2017, the Partnership entered into a four-year, $300.0 million senior secured credit facility (the "Credit Agreement) with JPMorgan Chase Bank, N.A., as administrative agent, and several other commercial lending institutions, as lenders and letter of credit issuing banks. On April 10, 2017, in connection with the closing of the Offering, all of the initial conditions to the availability of the lender commitments under the Credit Agreement were satisfied.

The foregoing description is qualified in its entirety by reference to the full text of the Credit Agreement, which is filed as Exhibit 10.8 to this Current Report on Form 8-K and is incorporated herein by reference.

Relationships

Each of Hess Midstream Holdings LLC ("Midstream Holdings") and HINDL is a direct or indirect subsidiary of Hess. HIP and HIP GP are each a Delaware limited partnership owned 50% by each of Hess and GIP. Each of the Partnership, the General Partner, MLP GP LLC, HIP, HIP GP, Logistics Opco, Hess North Dakota Export Logistics LLC ("Logistics LLC"), Logistics GP, Hess North Dakota Export Logistics Holdings LLC ("Logistics Holdings"), HTGP Opco, HTGP GP, Hess TGP Holdings LLC ("HTGP Holdings"), Hess Tioga Gas Plant LLC ("HTGP LLC"), Gathering Opco, Gathering GP, Hess North Dakota Pipelines Holdings LLC ("Pipelines Holdings"), Hess North Dakota Pipelines LLC ("Pipelines LLC"), Hess Mentor Storage Holdings LLC ("Mentor Holdings") and Hess Mentor Storage LLC ("Mentor LLC") is a direct or indirect subsidiary of HIP. As a result, certain individuals, including officers and directors of Hess, GIP, HIP, HIP GP and the General Partner, serve as officers and/or directors of more than one of such other entities. As described in Item 2.01 below, the General Partner, as the general partner of the Partnership, holds a 2% general partner interest in the Partnership, and HINDL and GIP each hold 5,141,327 Common Units and 13,639,827 Subordinated Units, which collectively represent an approximate 67.5% limited partner interest in the Partnership.

Item 2.01. Completion of Acquisition or Disposition of Assets.

Contribution, Conveyance and Assumption Agreement

On April 4, 2017, in connection with the Offering, the Partnership entered into a Contribution, Conveyance and Assumption Agreement (the "Contribution Agreement") with the General Partner, MLP GP LLC, Hess, HIP, HIP GP, HINDL, Hess Midstream Holdings LLC, Logistics Opco, Logistics LLC, Logistics GP, Logistics Holdings, HTGP Opco, HTGP GP, HTGP Holdings, HTGP LLC, Gathering Opco, Gathering GP, Pipelines Holdings, Pipelines LLC, Mentor Holdings and Mentor LLC, whereby, concurrently with the closing of the Offering, the following transactions, among others, occurred:

- HIP contributed to the General Partner, as a capital contribution, limited liability company interests in each of HTGP GP, Logistics GP, Gathering GP and Mentor Holdings (collectively, the "Contributed Entities") with a value equal to 2% of the equity value of HTGP GP, Logistics GP, Gathering GP and Mentor Holdings, respectively;
- the General Partner contributed to the Partnership, as a capital contribution, its limited liability company interests in each of the Contributed Entities in exchange for (a) an aggregate 2% general partner interest in the Partnership and (b) all the incentive distribution rights of the Partnership;

- HIP contributed to the Partnership, as a capital contribution, its remaining limited liability company interests in each of the Contributed Entities in exchange for the right to receive (i)10,282,654 Common Units (the "Sponsor Common Units") and 27,279,654 Subordinated Units (the "Sponsor Subordinated Units") and (ii) a cash distribution of approximately $365.5 million (before Offering-related transaction expenses) (the "Sponsor Distribution"); and
- the Partnership distributed all of the Sponsor Common Units, Sponsor Subordinated Units and the Sponsor Distribution to HIP, and HIP distributed 50% of the Sponsor Common Units, 50% of the Sponsor Subordinated Units and 50% of the Sponsor Distribution to each of Hess and GIP.

These transfers and distributions were made in a series of steps outlined in the Contribution Agreement. The foregoing description of the Contribution Agreement and is qualified in its entirety by reference to the full text of the Contribution Agreement, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 3.02. Unregistered Sales of Equity Securities.

The descriptions provided under Item 5.03 and Item 2.01 of the issuances by the Partnership on (i) April 7, 2017 in connection with the Amended LPA (as defined below) and (ii) on April 10, 2017 in connection with the consummation of the transactions contemplated by the Contribution Agreement, respectively, are incorporated into this Item 3.02 by reference. The foregoing transactions were undertaken in reliance upon the exemption from the registration requirements of the Securities Act afforded by Section 4(a)(2) thereof. The Partnership believes that exemptions other than the foregoing exemption may exist for these transactions.

Each of the Subordinated Units granted under the Contribution Agreement will convert into one Common Unit at the end of the subordination period and then will participate pro rata with the other Common Units in distributions of available cash. Unless earlier terminated pursuant to the terms of the Partnership Agreement (as defined below), the subordination period will extend until the first business day of any quarter beginning after June 30, 2020 that the Partnership meets the financial tests set forth in the Partnership Agreement, but may end sooner if the Partnership meets additional financial tests. The description of the subordination period contained in the section entitled "Provisions of our Partnership Agreement Relating to Cash Distributions—Subordinated Units and Subordination Period" of the Prospectus is incorporated herein by reference.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

New Directors

Effective April 5, 2017, David W. Niemiec became a member of the Board. Mr. Niemiec also became a member of the Board's Audit Committee, and will serve as its chair. Mr. Niemiec does not have any direct or indirect material interest in any transaction or series of similar transactions contemplated by Item 404(a) of Regulation S-K.

Mr. Niemiec will receive an annual compensation package, which will initially consist of an annual retainer of $65,000, and an additional $65,000 in annual equity-based compensation, which may be granted in the form of phantom units with tandem distribution equivalent rights under the LTIP. In addition, as the Chair of the Audit Committee, Mr. Niemiec will receive an additional annual cash retainer of $15,000.

Further, Mr. Niemiec will be indemnified for his actions associated with being a director to the fullest extent permitted under Delaware law and will be reimbursed for all expenses incurred in attending to his duty as a director.

Long-Term Incentive Plan

The description of the LTIP provided above under Item 1.01 is incorporated into this Item 5.02 by reference.

Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

Amended Certificate and First Amended and Restated Agreement of Limited Partnership of the Partnership

On April 7, 2017 (i) the General Partner filed an amended and restated certificate of limited partnership of Hess Midstream Partners LP (the "Amended Certificate") to reflect the General Partner as the sole general partner of the Partnership and (ii) the General Partner and Midstream Holdings amended and restated the agreement of limited partnership agreement of the Partnership by entering into the First Amended and Restated Agreement of Limited Partnership of Hess Midstream Partners LP (the "Amended LPA").

The foregoing descriptions of the Amended Certificate and the Amended LPA are qualified in their entirety by reference to the Amended Certificate and the Amended LPA, which are filed as Exhibit 3.1 and Exhibit 3.2, respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

Second Amended and Restated Agreement of Limited Partnership of the Partnership

On April 10, 2017, in connection with the closing of the Offering, the Amended LPA was amended and restated in its entirety by the Second Amended and Restated Agreement of Limited Partnership of Hess Midstream Partners LP (the "Partnership Agreement"). A description of the Second Amended and Restated Partnership Agreement is contained in the Prospectus in the section entitled "Our Partnership Agreement" and incorporated herein by reference.

The foregoing description is qualified in its entirety by reference to the Partnership Agreement, which is filed as Exhibit 3.3 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.		Description
1.1	—	Underwriting Agreement dated as of April 4, 2017, by and among Hess Midstream Partners LP, Hess Midstream Partners GP LP, Hess Midstream Partners GP LLC, Hess Infrastructure Partners LP and Goldman, Sachs & Co. and Morgan Stanley & Co. LLC, as representatives of the several underwriters named therein
3.1	—	Amended and Restated Certificate of Limited Partnership of Hess Midstream Partners LP, dated April 7, 2017
3.2	—	First Amended and Restated Agreement of Limited Partnership of Hess Midstream Partners LP, dated April 7, 2017
3.3	—	Second Amended and Restated Agreement of Limited Partnership of Hess Midstream Partners LP, dated April 10, 2017
4.1	—	Registration Rights Agreement, dated as of April 10, 2017, by and among Hess Midstream Partners LP, Hess Midstream Partners GP LP, Hess Midstream Partners GP LLC, Hess Investments North Dakota LLC and GIP II Blue Holding Partnership, L.P.
10.1	—	Contribution, Conveyance and Assumption Agreement dated as of April 4, 2017, by and among Hess Midstream Partners LP, Hess Midstream Partners GP LP, Hess Midstream Partners GP LLC, Hess Corporation, Hess Infrastructure Partners LP, Hess Infrastructure Partners GP LLC, Hess Investments North Dakota LLC, Hess Midstream Holdings LLC, Hess North Dakota Export Logistics Operations LP, Hess North Dakota Export Logistics LLC, Hess North Dakota Export Logistics GP LLC, Hess North Dakota Export Logistics Holdings LLC, Hess TGP Operations LP, Hess TGP GP LLC, Hess TGP Holdings LLC, Hess Tioga Gas Plant LLC, Hess North Dakota Pipelines Operations LP, Hess North Dakota Pipelines GP LLC, Hess North Dakota Pipelines Holdings LLC, Hess North Dakota Pipelines LLC, Hess Mentor Storage Holdings LLC and Hess Mentor Storage LLC
10.2	—	Omnibus Agreement, effective as of April 10, 2017, by and among Hess Corporation, Hess Infrastructure Partners LP, Hess Infrastructure Partners GP LLC, Hess Midstream Partners LP, Hess TGP GP LLC, Hess TGP Operations LP, Hess North Dakota Export Logistics GP LLC, Hess North Dakota Export Logistics Operations LP, Hess North Dakota Pipelines Operations LP, Hess North Dakota Pipelines GP LLC, Hess Midstream Partners GP LP, and Hess Midstream Partners GP LLC
10.3	—	Employee Secondment Agreement, dated as of April 10, 2017, by and among Hess Corporation, Hess Trading Corporation, Hess Midstream Partners GP LP, and Hess Midstream Partners GP LLC
10.4*	—	Hess Midstream Partners LP 2017 Long-Term Incentive Plan
10.5	—	Second Amended and Restated Agreement of Limited Partnership of Hess TGP Operations LP, dated April 10, 2017
10.6	—	Second Amended and Restated Agreement of Limited Partnership of Hess North Dakota Export Logistics Operations LP, dated April 10, 2017
10.7	—	Amended and Restated Limited Agreement of Limited Partnership of Hess North Dakota Pipelines Operations LP, dated April 10, 2017
10.8	—	Credit Agreement, dated as of March 15, 2017, among Hess Midstream Partners LP, as borrower, JPMorgan Chase Bank, N.A., as administrative agent, The Bank of Tokyo-Mitsubishi UFJ, Ltd., Citibank, N.A., Goldman Sachs Lending Partners LLC and Morgan Stanley Senior Funding, Inc. and Wells Fargo Bank, National Association, as syndication agents, The Bank of Nova Scotia, ING Capital LLC and Sumitomo Mitsui Banking Corporation, as documentation agents, JPMorgan Chase Bank, N.A., The Bank of Tokyo-Mitsubishi UFJ, Ltd., Citigroup Global Markets Inc., Goldman Sachs Lending Partners LLC, Morgan Stanley Senior Funding, Inc. and Wells Fargo Securities, LLC, as joint lead arrangers and joint bookrunners, and the other commercial lending institutions party named therein

* Compensatory plan or arrangement

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Hess Midstream Partners LP

By: Hess Midstream Partners GP LP, its general partner

By: Hess Midstream Partners GP LLC, its general partner

Dated: April 10, 2017

By: /s/ Timothy B. Goodell
Timothy B. Goodell
General Counsel and Secretary

EXHIBIT INDEX

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10.1	—	Contribution, Conveyance and Assumption Agreement dated as of April 4, 2017, by and among Hess Midstream Partners LP, Hess Midstream Partners GP LP, Hess Midstream Partners GP LLC, Hess Corporation, Hess Infrastructure Partners LP, Hess Infrastructure Partners GP LLC, Hess Investments North Dakota LLC, Hess Midstream Holdings LLC, Hess North Dakota Export Logistics Operations LP, Hess North Dakota Export Logistics LLC, Hess North Dakota Export Logistics GP LLC, Hess North Dakota Export Logistics Holdings LLC, Hess TGP Operations LP, Hess TGP GP LLC, Hess TGP Holdings LLC, Hess Tioga Gas Plant LLC, Hess North Dakota Pipelines Operations LP, Hess North Dakota Pipelines GP LLC, Hess North Dakota Pipelines Holdings LLC, Hess North Dakota Pipelines LLC, Hess Mentor Storage Holdings LLC and Hess Mentor Storage LLC
10.2	—	Omnibus Agreement, effective as of April 10, 2017, by and among Hess Corporation, Hess Infrastructure Partners LP, Hess Infrastructure Partners GP LLC, Hess Midstream Partners LP, Hess TGP GP LLC, Hess TGP Operations LP, Hess North Dakota Export Logistics GP LLC, Hess North Dakota Export Logistics Operations LP, Hess North Dakota Pipelines Operations LP, Hess North Dakota Pipelines GP LLC, Hess Midstream Partners GP LP, and Hess Midstream Partners GP LLC
10.3	—	Employee Secondment Agreement, dated as of April 10, 2017, by and among Hess Corporation, Hess Trading Corporation, Hess Midstream Partners GP LP, and Hess Midstream Partners GP LLC
10.4*	—	Hess Midstream Partners LP 2017 Long-Term Incentive Plan
10.5	—	Second Amended and Restated Agreement of Limited Partnership of Hess TGP Operations LP, dated April 10, 2017
10.6	—	Second Amended and Restated Agreement of Limited Partnership of Hess North Dakota Export Logistics Operations LP, dated April 10, 2017
10.7	—	Amended and Restated Agreement of Limited Partnership of Hess North Dakota Pipelines Operations LP, dated April 10, 2017
10.8	—	Credit Agreement, dated as of March 15, 2017, among Hess Midstream Partners LP, as borrower, JPMorgan Chase Bank, N.A., as administrative agent, The Bank of Tokyo-Mitsubishi UFJ, Ltd., Citibank, N.A., Goldman Sachs Lending Partners LLC and Morgan Stanley Senior Funding, Inc. and Wells Fargo Bank, National Association, as syndication agents, The Bank of Nova Scotia, ING Capital LLC and Sumitomo Mitsui Banking Corporation, as documentation agents, JPMorgan Chase Bank, N.A., The Bank of Tokyo-Mitsubishi UFJ, Ltd., Citigroup Global Markets Inc., Goldman Sachs Lending Partners LLC, Morgan Stanley Senior Funding, Inc. and Wells Fargo Securities, LLC, as joint lead arrangers and joint bookrunners, and the other commercial lending institutions party named therein

* Compensatory plan or arrangement

Exhibit 1.1

Execution Version

14,780,000 Common Units

Representing Limited Partner Interests

HESS MIDSTREAM PARTNERS LP

UNDERWRITING AGREEMENT

April 4, 2017

April 4, 2017

Goldman, Sachs & Co.
Morgan Stanley & Co. LLC

c/o Goldman, Sachs & Co.
200 West Street
New York, New York 10282

c/o Morgan Stanley & Co. LLC
1585 Broadway
New York, New York 10036

Ladies and Gentlemen:

Hess Midstream Partners LP, a Delaware limited partnership (the "**Partnership**"), proposes to issue and sell to the several Underwriters named in Schedule I hereto (the "**Underwriters**"), for whom Goldman, Sachs & Co. and Morgan Stanley & Co. LLC are acting as representatives (together, the "**Representatives**") 14,780,000 common units (the "**Firm Units**") representing limited partner interests in the Partnership (the "**Common Units**"). The Partnership also proposes to issue and sell to the several Underwriters not more than an additional 2,217,000 Common Units (the "**Additional Units**") if and to the extent that the Representatives shall have determined to exercise, on behalf of the Underwriters, the right to purchase such Additional Units granted to the Underwriters in Section 2 hereof. The Firm Units and the Additional Units are hereinafter collectively referred to as the "**Units**."

It is understood and agreed to by all parties hereto that as of the date hereof:

(a) Each of Hess Investments North Dakota LLC ("**HINDL**"), a Delaware limited liability company and wholly owned subsidiary of Hess Corporation, a Delaware corporation ("**Hess**"), and GIP II Blue Holding Partnership, L.P., a Delaware limited partnership ("**GIP**"), directly own a 50% limited partner interest in Hess Infrastructure Partners LP, a Delaware limited partnership and midstream energy joint venture between HINDL and GIP ("**Hess Infrastructure Partners**"), and a 50% limited liability company interest in Hess Infrastructure Partners GP LLC, a Delaware limited liability company and the general partner of Hess Infrastructure Partners ("**HIP GP**");

(b) Hess Infrastructure Partners directly owns a 100% limited liability company interest in Hess Midstream Holdings, LLC, a Delaware limited liability company ("**Midstream Holdings**");

(c) Midstream Holdings directly owns a 100% limited liability company interest in Hess Midstream Partners GP LLC, a Delaware limited liability company ("**GP LLC**");

(d) GP LLC directly owns a 56.9444% general partner interest in the Partnership and Hess Infrastructure Partners directly owns a 43.0556% limited partner interest in the Partnership;

(e) Hess Infrastructure Partners directly owns a 100% limited liability company interest in Hess North Dakota Pipelines Holdings LLC, a Delaware limited liability company ("**Pipelines Holdings**");

(f) Pipelines Holdings directly owns a 100% limited liability company interest in Hess North Dakota Pipelines LLC, a Delaware limited liability company ("**Pipelines LLC**");

(g) The Partnership directly owns a 100% limited liability company interest in Hess North Dakota Pipelines GP LLC, a Delaware limited liability company ("**Gathering GP**") and the general partner of Hess North Dakota Pipelines Operations LP, a Delaware limited partnership ("**Gathering Opco**");

(h) The Partnership directly owns a 99% limited partner interest in Gathering Opco and Gathering GP directly owns a 1% general partner interest in Gathering Opco;

(i) Hess Infrastructure Partners directly owns a 100% limited liability company interest in Hess TGP GP LLC, a Delaware limited liability company ("**HTGP GP LLC**");

(j) HTGP GP LLC directly owns a 1% general partner interest in Hess TGP Operations LP, a Delaware limited partnership ("**HTGP Opco**") and Hess Infrastructure Partners directly owns a 99% limited partner interest in HTGP OpCo;

(k) HTGP OpCo indirectly owns a 100% limited liability company interest in Hess Tioga Gas Plant LLC, a Delaware limited liability company ("**HTGP LLC**");

(l) Hess Infrastructure Partners owns a 100% limited liability company interest in Hess North Dakota Export Logistics GP LLC, a Delaware limited liability company ("**Logistics GP LLC**");

(m) Hess Infrastructure Partners owns a 99% limited partner interest in Hess North Dakota Export Logistics Operations LP, a Delaware limited partnership ("**Logistics Opco**") and Logistics GP LLC owns a 1% general partner interest in Logistics OpCo;

(n) Logistics Opco indirectly owns a 100% limited liability company interest in Hess North Dakota Export Logistics LLC, a Delaware limited liability company ("**Logistics LLC**");

(o) Hess Infrastructure Partners owns a 100% limited liability company interest in Hess Mentor Storage Holdings LLC, a Delaware limited liability company ("**Mentor Holdings**");

(p) Mentor Holdings directly owns a 100% limited liability company interest in Hess Mentor Storage LLC, a Delaware limited liability company ("**Mentor LLC**");

(q) Hess Trading Corporation, a Delaware corporation and indirect wholly owned subsidiary of Hess ("**HTC**"), and HTGP LLC have entered into the Amended and Restated Gas Processing and Fractionation Agreement, effective as of January 1, 2014 (the "**Gas Processing Agreement**") pursuant to which HTC pays HTGP LLC fees for providing processing and fractionation services at the Tioga Gas Plant;

(r) HTC and Logistics LLC have entered into the Second Amended and Restated Terminal and Export Services Agreement, effective as of January 1, 2014 (the "**Export Services Agreement**") pursuant to which HTC pays Logistics LLC fees for providing terminaling and transportation services at the Ramberg Terminal Facility and the Tioga Rail Terminal;

(s) HTC and Pipelines LLC have entered into the Amended and Restated Gas Gathering Agreement, effective as of January 1, 2014 (the "**Gas Gathering Agreement**") pursuant to which HTC pays Pipelines LLC fees for providing gathering and compression services with respect to HTC's gas and natural gas liquids in the Goliath Subsystem, Hawkeye Subsystem and Red Sky Subsystem;

(t) HTC and Pipelines LLC have entered into the Amended and Restated Crude Oil Gathering Agreement, effective as of January 1, 2014 (the "**Crude Oil Gathering Agreement**") pursuant to which HTC pays Pipelines LLC fees for providing gathering and injection services with respect to HTC's crude oil in the Goliath Subsystem, Hawkeye Subsystem and Red Sky Subsystem; and

(u) Solar Gas Inc., a Nevada corporation and indirect wholly owned subsidiary of Hess ("**SGI**"), and Mentor LLC have entered into a Storage Services Agreement, effective as of January 1, 2014 (the "**Storage Agreement**") pursuant to which SGI pays Mentor LLC fees for providing propane storage and terminaling services at the Mentor Storage Cavern.

The transactions by which the structure contemplated in clauses (a) through (u) above has resulted are collectively referred to herein as the "**Pre-Offering Transactions**."

Each of the following transactions, among other things, have occurred or will occur prior to or on the Closing Date (as referred to herein):

(a) Hess Infrastructure Partners will assign its limited partner interest in the Partnership to Hess Midstream Partners GP LP, a Delaware limited partnership ("**HESM GP**");

(b) GP LLC and HESM GP will enter into an amended and restated agreement of limited partnership of the Partnership pursuant to which (i) HESM GP will exchange its limited partner interest in the Partnership for a general partner interest in the Partnership and HESM GP will be admitted as the general partner of the Partnership, (ii) GP LLC will exchange its general partner interest in the Partnership for a limited partner interest and will resign as the general partner of the Partnership and (iii) GP LLC will distribute its limited partner interest in the Partnership to Midstream Holdings;

(c) Midstream Holdings and Hess Infrastructure Partners will enter into a distribution agreement pursuant to which Midstream Holdings will distribute its 100% limited liability company interest in GP LLC to Hess Infrastructure Partners;

(d) GP LLC and Hess Infrastructure Partners will enter into a second amended and restated limited partnership agreement of HESM GP pursuant to which (i) GP LLC will convert its 50% general partner interest in HESM GP into a 50% limited partner interest in HESM GP and a non-economic general partner interest in HESM GP and (ii) GP LLC will distribute its limited partner interest in HESM GP to Hess Infrastructure Partners;

(e) HESM GP and Midstream Holdings will enter into a second amended and restated agreement of limited partnership of the Partnership (the **"Partnership Agreement**");

(f) HESM GP, GP LLC, the Partnership, Hess Infrastructure Partners and certain of their affiliates have entered into a Contribution, Conveyance and Assumption Agreement, dated as of April 4, 2017 (the "**Contribution Agreement**"), pursuant to which, on the Closing Date, among other things:

(i) Hess Infrastructure Partners will contribute to HESM GP (A) a 2% limited liability company interest in Pipelines LLC, (B) a 2% limited liability company interest in HTGP GP LLC, (C) a 2% limited liability company interest in Logistics GP LLC; and (D) a 2% limited liability company interest in Mentor Holdings;

(ii) Hess Infrastructure Partners will contribute to the Partnership its remaining limited liability company interests in Pipelines LLC, HTGP GP LLC, Logistics GP LLC and in Mentor Holdings, and HESM GP will contribute to the Partnership all of its limited liability company interests in Pipelines LLC, HTGP GP LLC, Logistics GP LLC

and in Mentor Holdings; Following the contributions in the immediately preceding sentence, the Partnership will own (A) a 20% economic interest and a 51% voting interest in Pipelines LLC, (B) a 20% economic interest and a 51% voting interest in HTGP Opco, (C) a 20% economic interest and a 51% voting interest in Logistics Opco, and (D) a 100% limited liability company interest in Mentor Holdings;

(iii) we will issue (A) to our Sponsors (as defined below), in the aggregate, (1) 10,282,654 Common Units and 27,279,654 subordinated units representing limited partner interests in the Partnership ("**Subordinated Units")**, representing an aggregate 67.5% limited partner interest in the Partnership, (2) the right to receive approximately $302.2 million and (3) the right to receive up to 2,217,000 Common Units representing a 4.0% limited partner interest in the Partnership upon the expiration of the Option (as defined herein) and (B) to HESM GP, the General Partner Interest (as defined in the Partnership Agreement) and all of the incentive distribution rights of the Partnership (the "**Incentive Distribution Rights**");

(g) Hess, Hess Infrastructure Partners, HIP GP, the Partnership, Gathering GP, Gathering Opco, HTGP GP LLC, HTGP Opco, Logistics GP, Logistics Opco, HESM GP and GP LLC will enter into an omnibus agreement (the "**Omnibus Agreement**") that addresses the provision by Hess of certain general and administrative services to the Partnership and certain indemnification matters;

(h) Hess, HTC, HESM GP and GP LLC will enter into an Employee Secondment Agreement (the "**Secondment Agreement**") pursuant to which Hess and HTC will second certain employees to GP LLC;

(i) the Partnership has entered into a new $300 million secured credit facility pursuant to a revolving credit agreement (and amendments thereto) in the form filed as an exhibit to the Registration Statement (as defined herein);

(j) the Partnership, HESM GP, GP LLC, HINDL, and GIP will enter into a Registration Rights Agreement (the "**Registration Rights Agreement**") pursuant to which the Partnership will grant each of HINDL and GIP and certain of their affiliates certain demand and "piggyback" registration rights;

(k) the public offering of the Firm Units contemplated hereby will be consummated; and

(l) the Partnership will receive the net proceeds from the sale of the Units and use such proceeds as described in the "Use of Proceeds" section of the Registration Statement.

The transactions contemplated in clauses (a) through (l) above are collectively referred to herein as the "**Transactions**." Each of Hess Infrastructure Partners, HESM

GP, GP LLC and the Partnership are referred to individually herein as a "**Hess Party**," and collectively as the "**Hess Parties**." Each of the Partnership, HESM GP and GP LLC are referred to individually herein as a "**Partnership Party**," and collectively as the "**Partnership Parties**." HTGP GP LLC, HTGP Opco, Gathering Opco, Gathering GP, Mentor Holdings, Logistics GP, and Logistics Opco are referred to individually herein as the "**Operating Subsidiaries**." Each of the Partnership Parties and each of the Operating Subsidiaries are referred to individually herein as a "**Partnership Entity**," and collectively as the "**Partnership Entities**." Each of Hess Infrastructure Partners and the Partnership Entities are referred to individually herein as a "**Hess Entity**," and collectively as the "**Hess Entities**." Each of Hess and GIP are referred to individually herein as a "**Sponsor**", and collectively as the "**Sponsors**."

The Partnership has filed with the Securities and Exchange Commission (the "**Commission**") a registration statement on Form S-1 (Registration No. 333-198896), including a prospectus, relating to the Units. The registration statement, as amended at the time it became effective, including the information (if any) deemed to be part of the registration statement at the time of effectiveness pursuant to Rule 430A under the Securities Act of 1933, as amended (the "**Securities Act**"), is hereinafter referred to as the "**Registration Statement**"; the prospectus in the form first used to confirm sales of Units (or in the form first made available to the Underwriters by the Partnership to meet requests of purchasers pursuant to Rule 173 under the Securities Act) is hereinafter referred to as the "**Prospectus**." If the Partnership has filed an abbreviated registration statement to register additional Common Units pursuant to Rule 462(b) under the Securities Act (the "**Rule 462 Registration Statement**"), then any reference herein to the term "**Registration Statement**" shall be deemed to include such Rule 462 Registration Statement.

For purposes of this Agreement, "**free writing prospectus**" has the meaning set forth in Rule 405 under the Securities Act, "**Time of Sale Prospectus**" means the preliminary prospectus together with the documents and pricing information set forth in Schedule II(a) hereto, and "**broadly available road show**" means a "bona fide electronic road show" as defined in Rule 433(h)(5) under the Securities Act that has been made available without restriction to any person. Any oral or written communication with potential investors undertaken in reliance on Section 5(d) of the Securities Act is hereinafter called a "**Section 5(d) Communication**"; and any Section 5(d) Communication that is a written communication within the meaning of Rule 405 under the Securities Act is hereinafter called a "**Section 5(d) Writing**."

Morgan Stanley & Co. LLC ("**Morgan Stanley**") has agreed to reserve a portion of the Units to be purchased by it under this Agreement for sale to the Partnership's directors, officers, employees and business associates and other parties related to the Partnership (collectively, "**Participants**"), as set forth in the Prospectus under the heading "Underwriters" (the "**Directed Unit Program**"). The Units to be sold by Morgan Stanley and its affiliates pursuant to the Directed Unit Program are referred to hereinafter as the "**Directed Units**." Any Directed Units not orally confirmed for purchase by any Participant by the end of the business day on which this Agreement is executed will be offered to the public by the Underwriters as set forth in the Prospectus.

1. *Representations and Warranties of the Hess Parties*. Each of the Hess Parties, severally and jointly, represents and warrants to, and agrees with, each of the Underwriters that:

(a) *Registration Statement*. The Registration Statement has been declared effective by the Commission; no stop order suspending the effectiveness of the Registration Statement is in effect, and no proceedings for such purpose or pursuant to Section 8A of the Securities Act have, to the Hess Parties' knowledge, been initiated or threatened by the Commission.

(b) *No Material Misstatements or Omissions*. (A) The Registration Statement, when it became effective, did not contain and, as amended or supplemented, if applicable, will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (B) the Registration Statement and the Prospectus comply and, as amended or supplemented, if applicable, will, as of the date of such amendment or supplement, comply in all material respects with the Securities Act and the applicable rules and regulations of the Commission thereunder, (C) the Time of Sale Prospectus does not, and at the time of each sale of the Units in connection with the offering when the Prospectus is not yet available to prospective purchasers and at the Closing Date (as defined in Section 4), the Time of Sale Prospectus, as then amended or supplemented by the Partnership, if applicable, will not, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, (D) each broadly available road show, if any, when considered together with the Time of Sale Prospectus, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, (E) the Prospectus as of its date does not contain and, as amended or supplemented, if applicable, and as of the Closing Date will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, (F) each free writing prospectus listed on Schedule II(a) hereto does not conflict with the information contained in the Registration Statement, the Time of Sale Prospectus or the Prospectus, as supplemented by and taken together with the Time of Sale Prospectus, does not contain and, as amended or supplemented, if applicable, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading and (G) each Section 5(d) Writing listed on Schedule II(b) hereto does not contain and, as amended or supplemented, if applicable, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, except that the representations and warranties set forth in this paragraph do not apply to statements or omissions in the Registration Statement, the Time of Sale Prospectus or the Prospectus based upon information relating to any Underwriter furnished to the Partnership in writing by such Underwriter through you expressly for use therein.

(c) *Emerging Growth Company Status*. From the time of filing of the Registration Statement (or, if earlier, the first date on which a Section 5(d) Communication was made) through the date hereof, the Partnership has been and is an "emerging growth company" as defined in Section 2(a)(19) of the Securities Act (an "**Emerging Growth Company**").

(d) *Ineligible Issuer; Free Writing Prospectus*. The Partnership is not an "ineligible issuer" in connection with the offering pursuant to Rules 164, 405 and 433 under the Securities Act. Any free writing prospectus that the Partnership is required to file pursuant to Rule 433(d) under the Securities Act has been, or will be, filed with the Commission in accordance with the requirements of the Securities Act and the applicable rules and regulations of the Commission thereunder. Each free writing prospectus that the Partnership has filed, or is required to file, pursuant to Rule 433(d) under the Securities Act or that was prepared by or on behalf of or used or referred to by the Partnership complies or will comply in all material respects with the requirements of the Securities Act and the applicable rules and regulations of the Commission thereunder. Except for the free writing prospectuses, if any, identified in Schedule II(a) hereto, and electronic road shows, if any, each furnished to you before first use, the Partnership has not prepared, used or referred to, and will not, without your prior consent, prepare, use or refer to, any free writing prospectus.

(e) *Forward-Looking Information*. Each of the statements made by the Partnership in the Registration Statement, the Time of Sale Prospectus and the Prospectus (and any amendment or supplement thereto) within the coverage of Rule 175(b) under the Securities Act, including (but not limited to) any statements with respect to projected results of operations, estimated distributable cash flow and future cash distributions of the Partnership, and any statements made in support thereof or related thereto under the heading "Cash Distribution Policy and Restrictions on Distributions" or the anticipated ratio of taxable income to distributions, was made or will be made with a reasonable basis and in good faith.

(f) *Formation, Good Standing and Foreign Qualifications of the Hess Entities*. Each of the Hess Entities has been duly formed and is validly existing and in good standing under the laws of its jurisdiction of formation with all necessary corporate, limited liability company or partnership, as the case may be, power and authority, (i) to own or lease its property and to conduct its business as described in the Registration Statement, the Time of Sale Prospectus and the Prospectus and (ii) in the case of GP LLC or HESM GP, as applicable, to serve as the general partner of the Partnership as described in the Registration Statement, the Time of Sale Prospectus and the Prospectus. Each of the Hess Entities is duly registered or qualified as a foreign entity to transact business in and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property requires such registration or qualification, except to the

extent that the failure to be so registered or qualified or be in good standing would not be reasonably likely to have a material adverse effect on the financial condition, business, prospects, properties or results of operations of the Hess Entities, taken as a whole ("**Material Adverse Effect**").

(g) *Authority to Act as General Partner and Ownership of the General Partner Interest in the Partnership*. GP LLC has, and at the applicable Delivery Date, HESM GP will have, full power and authority to act as general partner of the Partnership as described in the Registration Statement, the Time of Sale Prospectus and the Prospectus; GP LLC is, and at the applicable Delivery Date, HESM GP will be, the sole general partner of the Partnership; at the applicable Delivery Date, HESM GP will own the General Partner Interest; such General Partner Interest will be duly authorized and validly issued in accordance with the Partnership Agreement and at the applicable Delivery Date, HESM GP will own such General Partner Interest free and clear of all liens, encumbrances, security interests, charges or claims ("**Liens**") (except for (i) restrictions on transferability as contained in the Partnership Agreement or as described in the Registration Statement, the Time of Sale Prospectus or the Prospectus and (ii) Liens created or arising under the Delaware Revised Uniform Limited Partnership Act (the "**DRULPA**")).

(h) *Ownership of the Incentive Distribution Rights*. At the applicable Delivery Date, HESM GP will own all of the Incentive Distribution Rights; the Incentive Distribution Rights and the limited partner interests represented thereby will be duly authorized and validly issued in accordance with the Partnership Agreement and fully paid (to the extent required under the Partnership Agreement) and nonassessable (except as such nonassessability may be affected by Sections 17-303, 17-607 and 17-804 of the DRULPA); and HESM GP will own such Incentive Distribution Rights free and clear of all Liens (except for (i) restrictions on transferability contained in the Partnership Agreement or as described in the Registration Statement, the Time of Sale Prospectus or the Prospectus and (ii) Liens created or arising under the DRULPA).

(i) *Ownership of the Sponsor Units*. Assuming no purchase by the Underwriters of the Additional Units, at the applicable Delivery Date, after giving effect to the Transactions, (A) HINDL will own 6,249,827 Common Units and 13,639,827 Subordinated Units and (B) GIP will own 6,249,827 Common Units and 13,639,827 Subordinated Units (collectively, the "**Sponsor Units**"); such Sponsor Units and the limited partner interests represented thereby will be duly authorized and validly issued in accordance with the Partnership Agreement and will be fully paid (to the extent required by the Partnership Agreement) and nonassessable (except as such nonassessability may be affected by Sections 17-303, 17-607, and 17-804 of the DRULPA); and the Sponsors will own such Sponsor Units free and clear of all Liens (except for (i) restrictions on transferability as contained in the Partnership Agreement or as described in the Registration Statement, the Time of Sale Prospectus or the Prospectus and (ii) Liens created or arising under the DRULPA).

(j) *Private Placement*. The sale and issuance of (i) the Incentive Distribution Rights and the General Partner Interest to HESM GP and (ii) the Sponsor Units to the Sponsors are exempt from the registration requirements of the Securities Act, the applicable rules and regulations of the Commission thereunder, and the securities laws of any state having jurisdiction with respect thereto, and none of the Hess Entities has taken or will take any action that would cause the loss of such exemption.

(k) *Outstanding Partnership Equity*. At the applicable Delivery Date, assuming no purchase by the Underwriters of the Additional Units, the issued and outstanding partnership interests of the Partnership will consist of (i) 27,279,654 Common Units and 27,279,654 Subordinated Units and the Incentive Distribution Rights, which are the only limited partner interests of the Partnership issued and outstanding, and (ii) the General Partner Interest, which is the only general partner interests of the Partnership issued and outstanding.

(l) *Ownership of Hess Infrastructure Partners*. At each Delivery Date, HINDL will own 50% of the issued and outstanding limited partner interests in Hess Infrastructure Partners. At each Delivery Date, GIP will own 50% of the issued and outstanding limited partner interests in Hess Infrastructure Partners. At each Delivery Date, all of such interests will have been duly authorized and validly issued in accordance with the Second Amended and Restated Agreement of Limited Partnership of Hess Infrastructure Partners, dated July 1, 2015 (the "**Hess Infrastructure Partners Agreement**") and will be fully paid (to the extent required under the Hess Infrastructure Partners Agreement) and nonassessable (except as such nonassessability may be affected by matters described in Section 17-303, 17-607 and 17-804 of the DRULPA); and Hess and GIP will own such limited partner interests free and clear of all Liens created or arising under the DRULPA.

(m) *Ownership of GP LLC*. Midstream Holdings owns, and at the applicable Delivery Date Hess Infrastructure Partners will own, 100% of the limited liability company interests in GP LLC; such limited liability company interests have been duly authorized and validly issued in accordance with the Second Amended and Restated Limited Liability Company Agreement of GP LLC (the "**GP LLC Agreement**") and are fully paid (to the extent required under the GP LLC Agreement) and nonassessable (except as such nonassessability may be affected by Sections 18-607 and 18-804 of the Delaware Limited Liability Company Act (the "**DLLCA**")); and Hess Infrastructure Partners owns such limited liability company interests free and clear of all Liens (except for (i) restrictions on transferability as contained in the GP LLC Agreement or as described in the Registration Statement, the Time of Sale Prospectus or the Prospectus and (ii) Liens created or arising under the DLLCA).

(n) *Ownership of the Operating Subsidiaries*. At the Closing Date, after giving effect to the Transactions, (i) the Partnership owns, directly or indirectly, and at each applicable Delivery Date will own, directly or indirectly,

100% of the issued and outstanding limited liability company interests in Gathering GP, HTGP GP LLC, Mentor Holdings and Logistics GP; (ii) Hess Infrastructure Partners owns, directly or indirectly, and at each applicable Delivery Date will own, directly or indirectly, a 80% limited partner interest in each of Gathering Opco, HTGP Opco and Logistics Opco; (iii) Gathering GP owns, directly or indirectly, and at each applicable Delivery Date will own, directly or indirectly, a 20% general partner interest in Gathering Opco; (iv) Gathering Opco owns, directly or indirectly, and at each applicable Delivery Date will own, directly or indirectly, 100% of the limited liability company interests in Gathering LLC; (v) HTGP GP LLC owns, directly or indirectly, and at each applicable Delivery Date will own, directly or indirectly, a 20% general partner interest in HTGP Opco; (vi) HTGP Opco owns, directly or indirectly, and at each applicable Delivery Date will own, directly or indirectly, 100% of the limited liability company interests in HTGP LLC; (vii) Mentor Holdings owns directly or indirectly, and at each applicable Delivery Date will own, directly or indirectly, 100% of the limited liability company interests in Mentor LLC; (viii) Logistics GP owns directly or indirectly, and at each applicable Delivery Date will own, directly or indirectly, a 20% general partner interest in Logistics Opco; and (ix) Logistics Opco owns, directly or indirectly, and at each applicable Delivery Date will own, directly or indirectly, 100% of the limited liability company interests in Logistics LLC; such limited liability company interests or partnership interests, as applicable, have been duly authorized and validly issued in accordance with the limited liability company agreement or partnership agreement, respectively, of the applicable Operating Subsidiary (as the same may be amended or restated, the "**Operating Subsidiary Organizational Documents**") and are fully paid (to the extent required under the applicable Operating Subsidiary Organizational Documents) and nonassessable (except in the case of an interest in a Delaware limited liability company, as such nonassessability may be affected by Sections 18-607 and 18-804 of the DLLCA or Sections 17-303, 17-607, and 17-804 of the DRULPA); and such limited liability company interests or partnership interests, as applicable, are owned, directly or indirectly, by such entity, free and clear of all Liens (except for (i) restrictions on transferability contained in the applicable Operating Subsidiary Organizational Documents or as described in the Registration Statement, Time of Sale Prospectus and the Prospectus and (ii) Liens created or arising under the DLLCA or the DRULPA).

(o) *No Other Subsidiaries*. Except for the Partnership's ownership, directly or indirectly, of the limited liability company interests or partnership interests, as applicable, in each of the Operating Subsidiaries set forth in Section 2(n) above, the Partnership does not own, and at each Delivery Date will not own, directly or indirectly, any equity or long-term debt securities of any corporation, partnership, limited liability company, joint venture, association or other entity, other than the equity or long-term debt securities of corporations, partnerships, limited liability companies, joint ventures, associations or other entities that, in the aggregate, would not constitute a significant subsidiary as such term is defined in Section 1.02(w) of Regulation S-X under the Securities Act. Except for its

ownership of the General Partner Interest and the Incentive Distribution Rights, HESM GP does not own, and at each Delivery Date, will not own, directly or indirectly, any equity or long-term debt securities of any corporation, partnership, limited liability company, joint venture, association or other entity.

(p) *No Preemptive Rights, Registration Rights or Options*. Except (i) as described in the Registration Statement, the Time of Sale Prospectus and the Prospectus, (ii) for restrictions on the transfer, pledge or other encumbrance of ownership or assets arising under federal, state or local laws applicable to natural gas, crude oil and natural gas liquids storage and transportation assets or (iii) as contained in the relevant Organizational Documents of each of the Hess Parties, (A) no person has the right, contractual or otherwise, to cause the Partnership to issue or sell to it any Common Units or other equity interests of the Partnership, (B) no person has any preemptive rights, resale rights, rights of first refusal or other rights to purchase any Common Units or other equity interests of the Partnership, (C) no person has the right to act as an underwriter or as a financial advisor to the Partnership in connection with the offer and sale of the Units, and (D) upon the issuance and sale of the Units, except as contemplated by this Agreement, no person will have any such right specified in subclause (A) or (B); no person had the right, contractual or otherwise, to cause the Partnership to register under the Securities Act any Common Units or other equity interests of the Partnership or to include any such Common Units or other equity interests in the Registration Statement or the offering contemplated thereby. Except as described in the Registration Statement, the Time of Sale Prospectus and the Prospectus, neither the filing of the Registration Statement nor the offering, issuance and sale of the Units as contemplated by this Agreement gives rise to any rights for or relating to the registration of any Common Units or other equity interests of the Partnership. Except for options granted pursuant to employee benefit plans, qualified unit option plans, or other employee compensation plans in effect as of the date of this Agreement, there are no outstanding options or warrants to purchase any capital stock, limited liability company interests, partnership interests or other equity interests of any of the Hess Parties. "**Organizational Documents**" means (a) in the case of a corporation, its charter and by-laws; (b) in the case of a limited or general partnership, its partnership certificate, certificate of formation or similar organizational document and its partnership agreement; (c) in the case of a limited liability company, its articles of organization, certificate of formation or similar organizational documents and its operating agreement, limited liability company agreement, membership agreement or other similar agreement; (d) in the case of a trust, its certificate of trust, certificate of formation or similar organizational document and its trust agreement or other similar agreement; and (e) in the case of any other entity, the organizational and governing documents of such entity.

(q) *Authority*. Each of the Hess Parties has all requisite limited partnership or limited liability company, as applicable, power and authority, to execute and deliver this Agreement and to perform its obligations hereunder. The Partnership has all requisite limited partnership power and authority to issue, sell

and deliver (i) the Units, in accordance with and upon the terms and conditions set forth in this Agreement, the Partnership Agreement, the Registration Statement, the Time of Sale Prospectus and the Prospectus and (ii) the Sponsor Units, in accordance with and upon the terms and conditions set forth in the Partnership Agreement. At each Delivery Date, all limited partnership or limited liability company action, as applicable, required to be taken by any of the Hess Parties or any of their securityholders, partners or members for the authorization, issuance, sale and delivery of the Units, the Sponsor Units, the General Partner Interests and the Incentive Distribution Rights, the consummation of the Transactions and the other transactions contemplated by this Agreement, shall have been validly taken.

(r) *Authorization, Execution and Delivery of this Agreement*. This Agreement has been duly authorized, executed and delivered by each of the Hess Parties.

(s) Authorization, Execution and Enforceability of Organizational Documents. On or before the applicable Delivery Date:

(i) the GP LLC Agreement has been duly authorized, executed and delivered by Hess Infrastructure Partners and is a valid and legally binding agreement of Hess Infrastructure Partners, enforceable against Hess Infrastructure Partners in accordance with its terms;

(ii) the Partnership Agreement has been duly authorized, executed and delivered by HESM GP and Midstream Holdings, and is enforceable against each of them in accordance with its terms; and

(iii) the Hess North Dakota Pipelines Operations LP Partnership Agreement, the Hess TGP Operations LP Partnership Agreement, the Hess North Dakota Export Logistics Operations LP Partnership Agreement and the Hess Mentor Storage LLC Limited Liability Company Agreement have been duly authorized, executed and delivered by the Partnership Entities party thereto and will be a valid and legally binding agreement of the Partnership Entities party thereto, enforceable against the Hess Entities in accordance with their terms;

provided that, with respect to each agreement described in this Section 1(s), the enforceability thereof may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws relating to or affecting creditors' rights and remedies generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law); and provided, further, that the indemnity, contribution and exoneration provisions contained in any of such agreements may be limited by applicable laws and public policy.

(t) *No Consents*. No permit, consent, approval, authorization, order, registration, filing or qualification of or with any court, governmental agency or

body having jurisdiction over any of the Hess Entities or any of their respective properties is required in connection with (i) the offering, issuance and sale by the Partnership of the Units, (ii) the application of the net proceeds therefrom as described under the caption "Use of Proceeds" in the Registration Statement, the Time of Sale Prospectus and the Prospectus, (iii) the execution, delivery and performance of this Agreement by the Hess Parties, or (iv) the consummation by the Hess Parties of the Transactions or any other transactions contemplated by this Agreement, except for (A) such as may be required under the Securities Act and the rules and regulations of the Commission thereunder, the Securities Exchange Act of 1934, as amended (the "**Exchange Act**") and the rules and regulations of the Commission thereunder, state securities or "Blue Sky" laws and applicable rules and regulations under such laws, or the rules and regulations of the Financial Industry Regulatory Authority, Inc. ("**FINRA**") in connection with the purchase and distribution by the Underwriters of the Units in the manner contemplated herein and in the Registration Statement, the Time of Sale Prospectus and the Prospectus, (B) such that have been, or on or prior to the Closing Date (as hereinafter defined) will be, obtained or made, and (C) such that, if not obtained, would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect or materially impair the ability of any of the Hess Parties to consummate the Transactions or perform their respective obligations under this Agreement.

(u) *No Default*. Except as described in the Registration Statement, the Time of Sale Prospectus and the Prospectus, none of the Hess Entities is in (i) violation of its Organizational Documents, (ii) violation of any law, statute, ordinance, administrative or governmental rule or regulation applicable to it or of any decree of any court or governmental agency or body having jurisdiction over it, or (iii) breach, default (or an event which, with notice or lapse of time or both, would constitute such a default) or violation in the performance of any obligation, covenant or condition contained in any bond, debenture, note or any other evidence of indebtedness or in any agreement, indenture, lease or other instrument to which it is a party or by which it or any of its properties may be bound, which breach, default or violation in the case of clause (ii) or (iii) would, if continued, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect or materially impair the ability of any of the Hess Parties to consummate the Transactions or perform their respective obligations under this Agreement. To the knowledge of the Hess Parties, no third party to any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which any of the Hess Parties is a party or by which any of them is bound or to which any of their properties is subject, is in default under any such agreement, which default, if continued, could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(v) *Conformity of the Securities to Descriptions*. The Units, when issued and delivered in accordance with the terms of the Partnership Agreement and this Agreement against payment therefor as provided therein and herein, and the Sponsor Units, when issued and delivered in accordance with the terms of the

Partnership Agreement, will conform in all material respects as to legal matters to the descriptions thereof contained in each of the Registration Statement, the Time of Sale Prospectus and the Prospectus. The General Partner Interest and the Incentive Distribution Rights, when issued and delivered in accordance with the terms of the Partnership Agreement, will conform in all material respects as to legal matters to the descriptions thereof contained in each of the Registration Statement, the Time of Sale Prospectus and the Prospectus.

(w) *Duly Authorized and Validly Issued Units*. At the applicable Delivery Date, the Units and the limited partner interests represented thereby will be duly authorized in accordance with the Partnership Agreement and, when issued and delivered to the Underwriters against payment therefor in accordance with the terms hereof, will be validly issued, fully paid (to the extent required under the Partnership Agreement) and nonassessable (except as such nonassessability may be affected by Sections 17-303, 17-607 and 17-804 of the DRULPA).

(x) *No Conflicts*. Except as described in the Registration Statement, the Time of Sale Prospectus and the Prospectus, none of (i) the offering, issuance and sale by the Partnership of the Units, (ii) the application of the net proceeds therefrom as described under the caption "Use of Proceeds" in the Registration Statement, the Time of Sale Prospectus and the Prospectus, (iii) the execution, delivery and performance of this Agreement, or (iv) the consummation of the Transactions and the other transactions contemplated by this Agreement (A) constitutes or will constitute a violation of the organizational documents of any of the Hess Entities, (B) constitutes or will constitute a breach or violation of, or a default (or an event that, with notice or lapse of time or both, would constitute such a default) or Debt Repayment Triggering Event (as defined below) under, any indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which any of the Hess Entities is a party or by which any of them or any of their respective properties may be bound, (C) violates or will violate any statute, law, rule or regulation or any order, judgment, decree or injunction of any court or arbitrator or governmental agency or body directed to any of the Hess Entities or any of their properties in a proceeding to which any of them or their property is a party or (D) results or will result in the creation or imposition of any Lien upon any property or assets of any of the Hess Entities, which breaches, violations, defaults or Liens, in the case of clauses (B), (C) or (D), would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect or materially impair the ability of any of the Hess Parties to consummate the Transactions or perform their respective obligations under this Agreement or the Transaction Documents. A "**Debt Repayment Triggering Event**" means any event or condition that gives, or with the giving of notice or lapse of time would give, the holder of any note, debenture or other evidence of indebtedness (or any person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or a portion of such indebtedness by any debtor.

(y) *Material Adverse Change*. Except as described in the Registration Statement, the Time of Sale Prospectus and the Prospectus (excluding, however, any amendments or supplements thereto dated after the date hereof), since the date of the most recent financial statements included in the Registration Statement, the Time of Sale Prospectus and the Prospectus, there has not occurred any incurrence of any material liability or obligation, direct or contingent, any entry into any material transaction, any change in the capital interests, short term debt, or long term debt of the Partnership Parties or any of its subsidiaries or any material adverse change, or any development involving a prospective material adverse change, in the general affairs, management, condition (financial or otherwise), prospects, earnings, business or operations of the Partnership Parties, taken as a whole, from that set forth in the Time of Sale Prospectus.

(z) *Absence of Legal Proceedings*. Except as described in the Registration Statement, the Time of Sale Prospectus and the Prospectus, there are no legal or governmental proceedings pending or, to the knowledge of the Hess Parties, threatened to which any Partnership Party is a party or to which any of the properties of any Partnership Party is subject (i) other than proceedings that would not have a Material Adverse Effect or materially impair the power or ability of any Hess Party to perform its obligations under this Agreement or to consummate the transactions contemplated by the Registration Statement, the Time of Sale Prospectus and the Prospectus or (ii) that are required to be described in the Registration Statement, the Time of Sale Prospectus or the Prospectus and are not so described; and there are no statutes, regulations, contracts or other documents that are required to be described in the Registration Statement, the Time of Sale Prospectus or the Prospectus or to be filed as exhibits to the Registration Statement that are not described or filed as required.

(aa) *Preliminary Prospectus*. Each preliminary prospectus filed as part of the registration statement as originally filed or as part of any amendment thereto, or filed pursuant to Rule 424 under the Securities Act, complied when so filed in all material respects with the Securities Act and the applicable rules and regulations of the Commission thereunder.

(bb) *Investment Company Act*. None of the Partnership Parties is, and after giving effect to the offering, issuance and sale of the Units to be sold by the Partnership hereunder and the application of the proceeds thereof as described in the Registration Statement, the Time of Sale Prospectus and the Prospectus under the caption “Use of Proceeds” will be, required to register as an “investment company” or a company “controlled by” an “investment company,” each within the meaning of the Investment Company Act of 1940, as amended, and the rules and regulations of the Commission thereunder.

(cc) *Environmental Compliance*. Except as disclosed in the Registration Statement, the Time of Sale Prospectus and the Prospectus, each of the Hess Entities (i) is in compliance with all applicable federal, state and local laws and regulations relating to the prevention of pollution or protection of human

health and safety (to the extent human health and safety relate to exposure to Hazardous Materials, as defined below) and the environment or imposing liability or standards of conduct concerning any Hazardous Material (collectively, "**Environmental Laws**"), (ii) has received all permits required of it under applicable Environmental Laws to conduct its business as presently conducted, (iii) is in compliance with all terms and conditions of any such permits, (iv) is not subject to any claim by any governmental agency or government body or person relating to Environmental Laws or Hazardous Materials and (v) to the knowledge of the Hess Parties, does not have any liability in connection with the release into the environment of any Hazardous Material, except where such noncompliance with Environmental Laws, failure to receive required permits, failure to comply with the terms and conditions of such permits and such claims and such liabilities would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The term "**Hazardous Material**" means (A) any "hazardous substance" as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, (B) any "hazardous waste" as defined in the Resource Conservation and Recovery Act, as amended, (C) any petroleum or petroleum product, (D) any polychlorinated biphenyl and (E) any pollutant or contaminant or hazardous, dangerous or toxic chemical, material, waste or substance regulated under or within the meaning of any applicable law designed to protect the environment. In the ordinary course of business, each of the Hess Entities periodically reviews the effect of Environmental Laws on its business, operations and properties, in the course of which it identifies and evaluates costs and liabilities that are reasonably likely to be incurred pursuant to such Environmental Laws (including, without limitation, any capital or operating expenditures required for clean-up, closure of properties or compliance with Environmental Laws, or any permit, license or approval, any related constraints on operating activities and any potential liabilities to third parties). On the basis of such review, each of the Hess Entities has reasonably concluded that, except as disclosed in the Registration Statement, the Time of Sale Prospectus and the Prospectus, such associated costs and reasonably foreseeable liabilities relating to the Hess Entities would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(dd) *Environmental Remediation*. There are no costs or liabilities associated with Environmental Laws and relating to the Hess Entities (including, without limitation, any capital or operating expenditures required for clean-up, closure of properties or compliance with Environmental Laws or any permit, license or approval, any related constraints on operating activities and any potential liabilities to third parties) which would, individually or in the aggregate, have a Material Adverse Effect.

(ee) *Distribution Restrictions*. At the applicable Delivery Date, none of the Operating Subsidiaries will be prohibited, directly or indirectly, from making any distributions to the Partnership or another Operating Subsidiary, from making any other distribution on such Operating Subsidiary's equity interests, from repaying to the Partnership or its affiliates any loans or advances to such

Operating Subsidiary from the Partnership or its affiliates or from transferring any of such Operating Subsidiary's property or assets to the Partnership or any other Operating Subsidiary, except (i) as described in or contemplated by the Registration Statement, the Time of Sale Prospectus and the Prospectus (including any amendment or supplement thereto), (ii) such prohibitions mandated by the laws of each such Operating Subsidiary's jurisdiction of formation or in the Operating Subsidiaries' Organizational Documents, (iii) such prohibitions arising under the debt agreements of such Operating Subsidiaries, (iv) for such approval or other consent from governmental entities relating to restrictions on the transfer, pledge or other encumbrance of ownership or assets arising under federal, state or local laws applicable to natural gas storage and transportation assets and (v) where such prohibition would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(ff) *Absence of Registration Rights*. Except as described in or expressly contemplated by the Registration Statement, the Time of Sale Prospectus or the Prospectus, there are no contracts, agreements or understandings between the Partnership and any person granting such person the right to require the Partnership to file a registration statement under the Securities Act with respect to any securities of the Partnership or to require the Partnership to include such securities with the Units registered pursuant to the Registration Statement.

(gg) *Foreign Corrupt Practices Act*. None of the Hess Entities nor, to the knowledge of any of the Hess Parties, any director, officer, agent, employee or affiliate of any Hess Entity (to the extent acting on behalf of or providing services to any Hess Entity) has (i) used any Hess Entity funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from Hess Entity funds; or (iii) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder, or the United Kingdom's Bribery Act 2010. The Hess Entities have instituted, maintain and enforce policies and procedures designed to promote and ensure, and which are reasonably expected to continue to ensure, compliance with applicable anti-bribery and anti-corruption laws.

(hh) *No Conflict with Anti-Money Laundering Laws*. The operations of each of the Hess Entities are and have been conducted at all times in material compliance with all applicable financial recordkeeping and reporting requirements, including those of the Bank Secrecy Act, as amended by Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 ("**USA Patriot Act**"), and the applicable anti-money laundering statutes of jurisdictions where the Hess Entities conduct business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "**Anti-Money Laundering Laws**"), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Hess Entities with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of each of the Hess Parties, threatened.

(ii) *Identification*. The Hess Parties each acknowledge that, in accordance with the requirements of the USA Patriot Act, the Underwriters are required to obtain, verify and record information that identifies their respective clients, including the Partnership, which information may include the name and address of their respective clients, as well as other information that will allow the Underwriters to properly identify their respective clients.

(jj) *OFAC*. None of the Hess Entities nor, to the knowledge of any of the Hess Parties, any director, officer, employee, agent, affiliate or representative of any of the Hess Entities (to the extent acting on behalf of or providing services to any Hess Entity) is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("**OFAC**") or is located, organized or residing in a country or territory that is the subject of any U.S. sanctions (including, without limitation, Crimea, Cuba, Iran, North Korea, Sudan and Syria); and the Hess Entities will not, directly or indirectly, use the proceeds of the offering of the Units hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of any person or entity currently subject to U.S. sanctions administered by OFAC or in any other manner that will result in a violation of any U.S. sanctions by any person (including any person participating in the offering, whether as an underwriter, advisor, investor or otherwise).

(kk) *Title to Properties*. Each of the Partnership Entities has good and marketable title in fee simple to all real property (save and except for "rights of way" (as defined below)) and good and marketable title to all personal property owned by them which is material to the business of the Partnership Entities, in each case free and clear of all Liens, except such as (i) are described in the Registration Statement, the Time of Sale Prospectus and the Prospectus, (ii) do not, singly or in the aggregate, interfere in any material respect with the use made and proposed to be made of such property by the Partnership Entities or (iii) do not, singly or in the aggregate, materially affect the value of such property; all real property and buildings held under lease by any of the Partnership Entities are held by them under valid, subsisting and enforceable leases with such exceptions as do not materially interfere with the use of any such property for the conduct of their business.

(ll) *Rights-of-Way*. Each of the Partnership Entities has such consents, easements, rights-of-way or licenses from any person ("**rights-of-way**") as are necessary to conduct its business in the manner described in the Registration Statement, the Time of Sale Prospectus and the Prospectus, subject to such qualifications as may be set forth in the Registration Statement, the Time of Sale Prospectus and the Prospectus, except for such rights-of-way that, if not obtained,

would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; each of the Partnership Entities has fulfilled and performed all its material obligations with respect to such rights-of-way and no event has occurred that allows, or after notice or lapse of time would allow, revocation or termination thereof or would result in any impairment of the rights of the holder of any such rights-of-way, subject in each case to such qualification as may be set forth in the Registration Statement, the Time of Sale Prospectus and the Prospectus, except for such revocation or termination that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and except as described in the Registration Statement, the Time of Sale Prospectus and the Prospectus, none of such rights-of-way contains any restriction that is materially burdensome to the Partnership Entities, taken as a whole.

(mm) *Licenses and Permits*. Each of the Partnership Entities has such permits, consents, licenses, franchises, certificates and authorizations of governmental or regulatory authorities ("**permits**") as are necessary to own its properties and to conduct its business in the manner described in the Registration Statement, the Time of Sale Prospectus and the Prospectus, subject to such qualifications as may be set forth in the Registration Statement, the Time of Sale Prospectus and the Prospectus, except for such permits that, if not obtained, would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; each of the Partnership Entities has fulfilled and performed all its material obligations with respect to such permits which are due to have been fulfilled and performed and no event has occurred which allows, or after notice or lapse of time would allow, revocation or termination thereof or results in any impairment of the rights of the holder of any such permit, subject in each case to such qualifications as may be set forth in the Registration Statement, the Time of Sale Prospectus and the Prospectus, except for such permits that, if revoked or terminated, would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(nn) *Intellectual Property*. The Hess Entities own or possess, or can acquire on reasonable terms, all material patents, patent rights, licenses, inventions, copyrights, know-how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures), trademarks, service marks and trade names currently employed by them in connection with the businesses now operated by them, except to the extent that the failure to own or possess such rights would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, and none of the Hess Entities has received any notice of infringement of or conflict with asserted rights of others with respect to any of the foregoing which, individually or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would reasonably be expected to have a Material Adverse Effect.

(oo) *Absence of Labor Disputes*. No material labor dispute with the employees of any of the Hess Entities exists, except as described in the

Registration Statement, Time of Sale Prospectus and the Prospectus, or, to the knowledge of the Hess Parties, is imminent; and the Hess Parties are not aware of any existing, threatened or imminent labor disturbance by the employees of any of their principal suppliers, manufacturers or contractors that would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(pp) *Insurance*. The Hess Entities are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the businesses in which they are engaged; none of the Hess Entities has been refused any insurance coverage sought or applied for; and none of the Hess Entities has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that would not have a Material Adverse Effect, except as described in the Registration Statement, Time of Sale Prospectus and the Prospectus.

(qq) *Books and Records; Accounting Controls*. The Hess Entities maintain a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles in the United States ("**U.S. GAAP**") and to maintain asset accountability, (iii) access to assets is permitted only in accordance with management's general or specific authorization and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. Except as described in the Registration Statement, the Time of Sale Prospectus and the Prospectus, since the end of the Partnership's most recent audited fiscal year, (i) there has been no material weakness in the Partnership's internal control over financial reporting (whether or not remediated) and (ii) none of the Hess Parties is aware of any change in the Partnership's internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Partnership's internal control over financial reporting.

(rr) *Disclosure Controls*. The Partnership has established and maintains disclosure controls and procedures (to the extent required by and as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act), which (i) are designed to provide reasonable assurance that information required to be disclosed by the Partnership in the reports that it will file or submit under the Exchange Act is recorded, processed, summarized and communicated to the management of GP LLC, including its principal executive officer and principal financial officer, as appropriate, to allow for timely decisions regarding required disclosure, and (ii) are effective in all material respects to perform the functions for which they were established to the extent required by Rules 13a-15 and 15d-15 under the Exchange Act. The Partnership will carry out evaluations of the effectiveness of its disclosure controls and procedures as required by Rule 13a-15 of the Exchange Act.

(ss) *Sarbanes-Oxley Act of 2002*. The Partnership has taken all necessary action to ensure that, upon and at all times after the filing of the Registration Statement, the Partnership and, to the Partnership's knowledge, GP LLC's directors and officers, in their capacities as such, were and will be in compliance in all material respects with any applicable provision of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith.

(tt) *NYSE*. At the Closing Date, the Partnership and, to the knowledge of the Partnership Parties, GP LLC's directors or officers, in their capacities as such, will be in compliance in all material respects with the rules of the New York Stock Exchange (the "**NYSE**") that are effective and applicable to the Partnership as of the Closing Date.

(uu) *Financial Statements*. As of December 31, 2016, the Partnership would have had, on the consolidated, pro forma basis indicated in the Registration Statement, the Time of Sale Prospectus and the Prospectus, a capitalization as set forth therein. The financial statements (including the related notes and supporting schedules) and other financial information contained in the Registration Statement, the Time of Sale Prospectus and the Prospectus (and any amendment or supplement thereto) comply as to form in all material respects with the requirements of Regulation S-X under the Securities Act, and present fairly in all material respects the financial position, results of operations and cash flows of the entities purported to be shown thereby on the basis stated therein at the respective dates or for the respective periods to which they apply and have been prepared in accordance with U.S. GAAP consistently applied throughout the periods involved, except to the extent disclosed therein. The summary historical and pro forma financial and operating data under the caption "Summary Historical and Pro Forma Combined Financial and Operating Data" contained in the Registration Statement, the Time of Sale Prospectus and the Prospectus (and any amendment or supplement thereto) and the selected historical and pro forma financial and operating data set forth under the caption "Selected Historical and Pro Forma Combined Financial and Operating Data" contained in the Registration Statement, the Time of Sale Prospectus and the Prospectus (and any amendment or supplement thereto) are prepared on a basis consistent with the audited and unaudited historical combined and consolidated financial statements and pro forma financial statements, as applicable, from which they have been derived and fairly present in all material respects the information shown thereby. The pro forma combined financial statements and other pro forma financial information contained in the Registration Statement, the Time of Sale Prospectus and the Prospectus (and any amendment or supplement thereto) comply as to form in all material respects with the requirements of Regulation S-X under the Securities Act, and, in the opinion of the management of the Partnership, the assumptions used in the preparation of such pro forma financial statements provide a

reasonable basis for presenting the significant effects of the transactions contemplated therein and the pro forma adjustments reflected in such pro forma financial statements are appropriate to give effect to the transactions or circumstances referred to therein and have been properly applied to the historical amounts in compilation of such pro forma financial statements. No other financial statements or schedules of the Partnership are required by the Securities Act or the Exchange Act to be included in the Registration Statement, the Time of Sale Prospectus and the Prospectus.

(vv) *Independent Registered Public Accounting Firm*. Ernst & Young, LLP, who has certified certain financial statements of the Partnership and its consolidated subsidiaries, whose reports appear in the Registration Statement, the Time of Sale Prospectus and the Prospectus and who has delivered the initial letter referred to in Section 5(i) hereof, is an independent public accountant as required by the Securities Act and the Public Company Accounting Oversight Board.

(ww) *Market Stabilization*. None of the Hess Entities has taken, directly or indirectly, any action designed to or that would constitute or that might reasonably be expected to cause or result in, stabilization or manipulation of the price of any security of the Partnership to facilitate the sale or resale of the Units.

(xx) *Statistical Data*. Any statistical and market-related data included in the Registration Statement, the Time of Sale Prospectus and the Prospectus are based on or derived from sources that the Hess Entities believe to be reliable and accurate.

(yy) *Disclosure*. The statements made in the Time of Sale Prospectus and the Prospectus under the captions “Cash Distribution Policy and Restrictions on Distributions—General,” “Provisions of our Partnership Agreement Relating to Cash Distributions,” “Business—Environmental Regulation,” “Business—Other Regulation,” “Certain Relationships and Related Party Transactions,” “Conflicts of Interest and Duties,” “Description of the Common Units,” “Our Partnership Agreement,” “Units Eligible for Future Sale,” “Material U.S. Federal Income Tax Consequences” and “Investment in Hess Midstream Partners LP by Employee Benefit Plans,” insofar as they purport to constitute summaries of the terms of statutes, rules or regulation, legal or governmental proceedings or contracts and other documents, descriptions of the Common Units, Subordinated Units and Incentive Distribution Rights, summaries of provisions of the Organizational Documents or any other instruments, constitute accurate summaries of the terms of such statutes, rules and regulations, legal and governmental proceedings and contracts and other documents in all material respects.

(zz) *No Distribution of Other Offering Materials*. None of the Hess Entities has distributed and, prior to the later to occur of (i) any Delivery Date and (ii) completion of the distribution of the Units, will not distribute any offering

material in connection with the offering, issuance and sale of the Units other than the Registration Statement, the Time of Sale Prospectus, the Prospectus and any prospectus identified in Schedule III hereto or other materials, if any, permitted by the Securities Act, including Rule 134 thereunder, to which the Representatives have consented in accordance with this Agreement.

(aaa) *Listing on the New York Stock Exchange*. The Units have been approved to be listed on the NYSE, subject to official notice of issuance.

(bbb) *Affiliations*. To the knowledge of the Hess Parties, there are no affiliations or associations between (i) any member of FINRA and (ii) the Partnership Entities or any of their respective officers, directors or 5% or greater security holders or any beneficial owner of the Partnership's unregistered equity securities that were acquired at any time on or after the 180th day immediately preceding the date the Registration Statement was initially filed with the Commission, except as described in the Registration Statement (excluding the exhibits thereto) and the Prospectus.

(ccc) *Relationships*. No relationship, direct or indirect, exists between or among any Hess Entity, on the one hand, and the directors, officers, equity holders, affiliates, customers or suppliers of any Hess Entity, on the other hand, that is required to be described in the Registration Statement, the Time of Sale Prospectus or the Prospectus and is not so described.

(ddd) *Brokers*. There are no contracts, arrangements or understandings (other than this Agreement) between any Hess Entity and any person that would give rise to a valid claim against any Hess Entity or any Underwriter for a brokerage commission, finder's fee or other like payment in connection with the offering of the Units.

(eee) *Distributions in Connection with Directed Unit Program*. The Registration Statement, the Time of Sale Prospectus and the Prospectus comply, and any amendments or supplements thereto will comply, with any applicable laws or regulations of foreign jurisdictions in which the Registration Statement, the Time of Sale Prospectus or the Prospectus, as amended or supplemented, if applicable, are distributed in connection with the Directed Unit Program.

(fff) *Directed Unit Program*. No consent, approval, authorization or order of, or qualification with, any governmental body or agency, other than those obtained, is required in connection with the offering of the Directed Units in any jurisdiction where the Directed Units are being offered.

(ggg) *No Unlawful Influence in Connection with Directed Unit Program*. The Partnership has not offered, or caused Morgan Stanley or any Morgan Stanley Entity (as defined in Section 9) to offer, Units to any person pursuant to the Directed Unit Program with the specific intent to unlawfully influence (i) a customer or supplier of the Partnership to alter the customer's or supplier's level or type of business with the Partnership, or (ii) a trade journalist or publication to write or publish favorable information about the Partnership or its products.

(hhh) *Tax Returns*. Each of the Hess Entities has filed all federal, state, local and foreign tax returns required to be filed through the date of this Agreement or has requested extensions thereof (except where the failure to file would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect) and have paid all taxes required to be paid thereon (except for cases in which the failure to file or pay would not, individually or in the aggregate, have a Material Adverse Effect, or, except as currently being contested in good faith and for which reserves required by U.S. GAAP have been created in the financial statements of the Partnership), and no tax deficiency has been determined adversely to any Hess Entity which has had (nor do any of the Hess Entities have any notice or knowledge of any tax deficiency which could reasonably be expected to be determined adversely to the Partnership Parties and which could reasonably be expected to have) a Material Adverse Effect

2. *Agreements to Sell and Purchase*. The Partnership hereby agrees to sell to the several Underwriters, and each Underwriter, upon the basis of the representations and warranties herein contained, but subject to the conditions hereinafter stated, agrees, severally and not jointly, to purchase from the Partnership the respective numbers of Firm Units set forth in Schedule I hereto opposite its name at $21.62 per Common Unit (the "**Purchase Price**").

On the basis of the representations and warranties contained in this Agreement, and subject to its terms and conditions, the Partnership agrees to sell to the Underwriters the Additional Units, and the Underwriters shall have the right to purchase, severally and not jointly, up to 2,217,000 Additional Units at the Purchase Price (the "**Option**"); *provided*, *however*, that the amount paid by the Underwriters for any Additional Units shall be reduced by an amount per unit equal to any distributions declared by the Partnership and payable on the Firm Units but not payable on such Additional Units. You may exercise the Option on behalf of the Underwriters in whole or from time to time in part by giving written notice not later than 30 days after the date of this Agreement. Any exercise notice shall specify the number of Additional Units to be purchased by the Underwriters and the date on which such units are to be purchased. Each purchase date must be at least one business day after the written notice is given and may not be earlier than the closing date for the Firm Units nor later than ten business days after the date of such notice. On each day, if any, that Additional Units are to be purchased (an "**Option Closing Date**"), each Underwriter agrees, severally and not jointly, to purchase the number of Additional Units (subject to such adjustments to eliminate fractional Units as you may determine) that bears the same proportion to the total number of Additional Units to be purchased on such Option Closing Date as the number of Firm Units set forth in Schedule I hereto opposite the name of such Underwriter bears to the total number of Firm Units.

3. *Terms of Public Offering*. The Partnership is advised by you that the Underwriters propose to make a public offering of their respective portions of

the Units as soon after the Registration Statement and this Agreement have become effective as in your judgment is advisable. The Partnership is further advised by you that the Units are to be offered to the public initially at $23.00 per Common Unit (the "**Public Offering Price**") and to certain dealers selected by you at a price that represents a concession not in excess of $0.828 per Common Unit under the Public Offering Price.

4. *Payment and Delivery.* Payment for the Firm Units shall be made to the Partnership in Federal or other funds immediately available in New York City against delivery of such Firm Units for the respective accounts of the several Underwriters at 10:00 a.m., New York City time, on April 10, 2017, or at such other time on the same or such other date, not later than April 18, 2017, as shall be designated in writing by you. The time and date of such payment are hereinafter referred to as the "**Closing Date**."

Payment for any Additional Units shall be made to the Partnership in Federal or other funds immediately available in New York City against delivery of such Additional Units for the respective accounts of the several Underwriters at 10:00 a.m., New York City time, on the date specified in the corresponding notice described in Section 2 or at such other time on the same or on such other date, in any event not later than May 18, 2017, as shall be designated in writing by you.

The Firm Units and Additional Units shall be registered in such names and in such denominations as you shall request in writing not later than one full business day prior to the Closing Date or the applicable Option Closing Date, as the case may be. The Firm Units and Additional Units shall be delivered to you on the Closing Date or an Option Closing Date, as the case may be, for the respective accounts of the several Underwriters, with any transfer taxes payable in connection with the transfer of the Units to the Underwriters duly paid, against payment of the Purchase Price therefor. The Closing Date and any Option Closing Date are referred to individually herein as a "**Delivery Date**."

5. *Conditions to the Underwriters' Obligations*. The obligations of the Partnership to sell the Units to the Underwriters and the several obligations of the Underwriters to purchase and pay for the Units on each applicable Delivery Date are subject to the condition that the Registration Statement shall have become effective not later than 3:00 p.m. (New York City time) on the date hereof.

The several obligations of the Underwriters are subject to the following further conditions:

(a) All filings required by Rule 424 under the Securities Act shall have been timely made. All material required to be filed by the Partnership pursuant to Rule 433(d) under the Securities Act shall have been filed with the Commission within the applicable time period prescribed for such filing by Rule 433 under the Securities Act. No stop order (i) suspending the effectiveness of the Registration

Statement or (ii) suspending or preventing the use of the most recent preliminary prospectus, the Prospectus or any issuer free writing prospectus shall have been issued and no proceeding for that purpose or pursuant to Section 8A of the Securities Act shall have been instituted or, to the knowledge of the Hess Parties, threatened by the Commission, and any request of the Commission for additional information (to be included in the Registration Statement or the Prospectus or otherwise) shall have been complied with to the reasonable satisfaction of the Representatives.

(b) Subsequent to the execution and delivery of this Agreement and prior to the Closing Date:

i. there shall not have occurred any downgrading, nor shall any notice have been given of any intended or potential downgrading or of any review for a possible change that does not indicate the direction of the possible change, in the rating accorded any of the securities of the Partnership Parties by any "nationally recognized statistical rating organization," as such term is defined in Section 3(a)(62) of the Exchange Act; and

ii. there shall not have occurred any change, or any development involving a prospective change, in the condition, financial or otherwise, or in the earnings, business or operations of the Hess Entities, taken as a whole, from that set forth in the Time of Sale Prospectus that, in your judgment, is material and adverse and that makes it, in your judgment, impracticable or inadvisable to market the Units on the terms and in the manner contemplated in the Time of Sale Prospectus.

(c) The Underwriters shall have received on each applicable Delivery Date a certificate, dated the applicable Delivery Date and signed by an executive officer of GP LLC and of HIP GP, to the effect set forth in Section (b) above and to the effect that the representations and warranties of the Hess Parties, as applicable, contained in this Agreement are true and correct as of applicable Delivery Date and that the Hess Parties, as applicable, have complied with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied hereunder on or before the applicable Delivery Date.

The officer signing and delivering such certificate may rely upon the best of his or her knowledge as to proceedings threatened.

(d) The Underwriters shall have received on each applicable Delivery Date an opinion of Latham & Watkins LLP, counsel for the Partnership, dated the applicable Delivery Date, in substantially in the form attached hereto as Exhibit A.

(e) The Underwriters shall have received on each applicable Delivery Date an opinion of Richards, Layton & Finger, P.A., counsel for the Partnership, dated the applicable Delivery Date, in substantially in the form attached hereto as Exhibit B.

(f) The Underwriters shall have received on each applicable Delivery Date an opinion of Vinson & Elkins L.L.P., counsel for the Partnership, dated the applicable Delivery Date, in substantially in the form attached hereto as Exhibit C.

(g) The Underwriters shall have received on each applicable Delivery Date an opinion of Mr. Timothy B. Goodell, General Counsel and Secretary of GP LLC, dated the applicable Delivery Date, in substantially the form attached hereto as Exhibit D.

(h) The Underwriters shall have received on each applicable Delivery Date an opinion of Andrews Kurth Kenyon LLP, counsel for the Underwriters, dated the applicable Delivery Date, in form and substance satisfactory to the Representatives.

(i) The Underwriters shall have received, on each of the date hereof and each Delivery Date, a letter dated the date hereof or such Delivery Date, as the case may be, in form and substance satisfactory to the Underwriters, from Ernst & Young LLP, independent public accountants, containing statements and information of the type ordinarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained in the Registration Statement, the Time of Sale Prospectus and the Prospectus; *provided* that the letter delivered on the Closing Date shall use a "cut-off date" not earlier than the date hereof.

(j) No Prospectus or amendment or supplement to the Registration Statement or the Prospectus shall have been filed to which the Underwriters shall have objected in writing.

(k) The Registration Statement and the Rule 462 Registration Statement required to be filed, prior to the sale of the Units, under the Securities Act shall have been filed and have become effective under the Securities Act. If Rule 430A under the Securities Act is used, the Prospectus shall have been filed with the Commission pursuant to Rule 424(b) under the Securities Act at or before 5:30 P.M., New York City time, on the second full business day after the date of this Agreement (or such earlier time as may be required under the Securities Act).

(l) The "lock-up" agreements, (i) each substantially in the form of Exhibit E hereto, of (1) each of GP LLC's directors, prospective directors named in the Registration Statement and "officers" (within the meaning of Rule 16a-1(f) under the Exchange Act) and (2) each of HINDL and GIP and (ii) in the form and

substance reasonably satisfactory to the Representatives, of each Participant (other than from any such persons who has delivered a Lock-Up Agreement) who purchases $100,000 or more of Directed Units, as the case may be, relating to sales and certain other dispositions of Common Units or certain other securities, delivered to you on or before the date hereof, shall be in full force and effect on the Closing Date.

(m) The Units shall have been approved for listing on the NYSE, subject only to notice of issuance at or prior to the Closing Date.

(n) The representations and warranties of each Hess Party contained herein shall be true and correct on the date hereof and on and as of each applicable Delivery Date; and the statements of each Hess Party and its respective officers made in any certificate delivered pursuant to this Agreement shall be true and correct on and as of each applicable Delivery Date.

(o) FINRA shall not have raised any objections with respect to the fairness or reasonableness of the underwriting, or other arrangements of the transactions, contemplated hereby.

(p) The Partnership shall have furnished to the Underwriters such other documents and certificates as to the accuracy and completeness of any statement in the Registration Statement, the Time of Sale Prospectus or the Prospectus as of any Delivery Date, as the Representatives may reasonably request.

(q) The Hess Parties shall have furnished to the Underwriters evidence reasonably satisfactory to the Representatives that each of the Transactions shall have occurred or will occur as of the Closing Date, in each case as described in the Time of Sale Prospectus and the Prospectus without material modification, change or waiver, except for such modifications, changes or waivers as have been specifically identified to the Representatives and which, in the judgment of the Representatives, do not make it impracticable or inadvisable to proceed with the offering and delivery of the Units at the Closing Date on the terms and in the manner contemplated in the Prospectus.

(r) The Hess Parties shall have furnished to the Underwriters on each Delivery Date such further certificates and documents as the Representatives may have reasonably requested.

(s) Prior to the purchase of the Firm Units on the Closing Date, the Pre-Offering Transactions and the Transactions shall have been duly consummated at the respective times and on the terms contemplated by this Agreement, the Time of Sale Prospectus and the Prospectus and the Representatives shall have received such evidence that the Pre-Offering Transactions and the Transactions have been consummated as the Representatives may reasonably request.

All such opinions, certificates, letters and documents referred to in this Section 6 will be in compliance with the provisions hereof only if they are reasonably satisfactory in form and substance to the Representatives and counsel for the Underwriters.

The several obligations of the Underwriters to purchase Additional Units hereunder are subject to the delivery to you on the applicable Option Closing Date of such documents as you may reasonably request with respect to the good standing of the Hess Entities, the due authorization and issuance of the Additional Units to be sold on such Option Closing Date and other matters related to the issuance of such Additional Units.

6. *Covenants of the Hess Parties*. The Hess Parties, severally and jointly, covenant with each Underwriter as follows:

(a) To furnish to you, without charge, signed copies of the Registration Statement (including exhibits thereto) and for delivery to each other Underwriter a conformed copy of the Registration Statement (without exhibits thereto) and to furnish to you in New York City, without charge, prior to 10:00 a.m. New York City time on the business day next succeeding the date of this Agreement and during the period mentioned in Section 6(e) or 6(f) below, as many copies of the Time of Sale Prospectus, the Prospectus and any supplements and amendments thereto or to the Registration Statement as you may reasonably request.

(b) Before amending or supplementing the Registration Statement, the Time of Sale Prospectus or the Prospectus, to furnish to you a copy of each such proposed amendment or supplement and not to file any such proposed amendment or supplement to which you reasonably object, and to file with the Commission within the applicable period specified in Rule 424(b) under the Securities Act any prospectus required to be filed pursuant to such Rule.

(c) To furnish to you a copy of each proposed free writing prospectus to be prepared by or on behalf of, used by, or referred to by the Partnership and not to use or refer to any proposed free writing prospectus to which you reasonably object.

(d) Not to take any action that would result in an Underwriter or the Partnership being required to file with the Commission pursuant to Rule 433(d) under the Securities Act a free writing prospectus prepared by or on behalf of the Underwriter that the Underwriter otherwise would not have been required to file thereunder.

(e) If the Time of Sale Prospectus is being used to solicit offers to buy the Units at a time when the Prospectus is not yet available to prospective purchasers and any event shall occur or condition exist as a result of which it is necessary to amend or supplement the Time of Sale Prospectus in order to make the statements therein, in the light of the circumstances, not misleading, or if any

event shall occur or condition exist as a result of which the Time of Sale Prospectus conflicts with the information contained in the Registration Statement then on file, or if, in the opinion of counsel for the Underwriters or the Hess Entities, it is necessary to amend or supplement the Time of Sale Prospectus to comply with applicable law, forthwith to prepare, file with the Commission and furnish, at its own expense, to the Underwriters and to any dealer upon request, either amendments or supplements to the Time of Sale Prospectus so that the statements in the Time of Sale Prospectus as so amended or supplemented will not, in the light of the circumstances when the Time of Sale Prospectus is delivered to a prospective purchaser, be misleading or so that the Time of Sale Prospectus, as amended or supplemented, will no longer conflict with the Registration Statement, or so that the Time of Sale Prospectus, as amended or supplemented, will comply with applicable law.

(f) If, during such period after the first date of the public offering of the Units as in the opinion of counsel for the Underwriters the Prospectus (or in lieu thereof the notice referred to in Rule 173(a) of the Securities Act) is required by law to be delivered in connection with sales by an Underwriter or dealer, any event shall occur or condition exist as a result of which it is necessary to amend or supplement the Prospectus in order to make the statements therein, in the light of the circumstances when the Prospectus (or in lieu thereof the notice referred to in Rule 173(a) of the Securities Act) is delivered to a purchaser, not misleading, or if, in the opinion of counsel for the Underwriters or the Hess Entities, it is necessary to amend or supplement the Prospectus to comply with applicable law, forthwith to prepare, file with the Commission and furnish, at its own expense, to the Underwriters and to the dealers (whose names and addresses you will furnish to the Partnership) to which Units may have been sold by you on behalf of the Underwriters and to any other dealers upon request, either amendments or supplements to the Prospectus so that the statements in the Prospectus as so amended or supplemented will not, in the light of the circumstances when the Prospectus (or in lieu thereof the notice referred to in Rule 173(a) of the Securities Act) is delivered to a purchaser, be misleading or so that the Prospectus, as amended or supplemented, will comply with applicable law.

(g) To endeavor, in cooperation with the Underwriters, to qualify the Units for offering and sale under the applicable securities laws of such states and other jurisdictions (domestic or foreign) as the Representatives may designate and to maintain such qualifications in effect so long as required to complete the distribution of the Units; *provided*, *however*, that no Partnership Party shall be obligated to file any general consent to service of process or to qualify as a foreign corporation or as a dealer in securities in any jurisdiction in which it is not so qualified or to subject itself to taxation in respect of doing business in any jurisdiction in which it is not otherwise so subject.

(h) To use its best efforts to cause the Units to be listed on the NYSE and to maintain such listing on the NYSE.

(i) For so long as the Partnership is subject to the reporting requirements of Section 13(g) or 15(d) of the Exchange Act, to maintain a transfer agent and, if necessary under the jurisdiction of formation of the Partnership, a registrar for the Common Units.

(j) To apply the net proceeds from the sale of the Units in the manner set forth under the caption "Use of Proceeds" in the Time of Sale Prospectus and the Prospectus.

(k) To make generally available to the Partnership's security holders and to you as soon as practicable an earnings statement covering a period of at least twelve months beginning with the first fiscal quarter of the Partnership occurring after the date of this Agreement which shall satisfy the provisions of Section 11(a) of the Securities Act and the rules and regulations of the Commission thereunder.

(l) To comply with all applicable securities and other laws, rules and regulations in each jurisdiction in which the Directed Units are offered in connection with the Directed Unit Program.

(m) Whether or not the transactions contemplated in this Agreement are consummated or this Agreement is terminated, to pay or cause to be paid all expenses incident to the performance of its obligations under this Agreement, including: (A) the fees, disbursements and expenses of the Hess Parties' counsel and the Hess Parties' accountants in connection with the registration and delivery of the Units under the Securities Act and all other fees or expenses in connection with the preparation and filing of the Registration Statement, any preliminary prospectus, the Time of Sale Prospectus, the Prospectus, any free writing prospectus prepared by or on behalf of, used by, or referred to by any of the Hess Parties and amendments and supplements to any of the foregoing, including all printing costs associated therewith, and the mailing and delivering of copies thereof to the Underwriters and dealers, in the quantities hereinabove specified, (B) all costs and expenses related to the transfer and delivery of the Units to the Underwriters, including any transfer or other taxes payable thereon, (C) the cost of printing or producing any Blue Sky or Legal Investment memorandum in connection with the offer and sale of the Units under state securities laws and all expenses in connection with the qualification of the Units for offer and sale under state securities laws as provided in Section 6(g) hereof, including filing fees and the reasonable fees and disbursements of counsel for the Underwriters in connection with such qualification and in connection with the Blue Sky or Legal Investment memorandum, (D) all filing fees and the reasonable fees and disbursements of counsel to the Underwriters incurred in connection with the review and qualification of the offering of the Units by the FINRA, (E) all fees and expenses in connection with the preparation and filing of the registration statement on Form 8-A relating to the Common Units and all costs and expenses incident to listing the Units on the NYSE, (F) the cost of printing certificates representing the Units, (G) the costs and charges of any transfer agent, registrar or

depositary, (H) the costs and expenses of the Hess Parties relating to investor presentations on any "road show" undertaken in connection with the marketing of the offering of the Units, including, without limitation, expenses associated with the preparation or dissemination of any electronic road show, expenses associated with the production of road show slides and graphics, fees and expenses of any consultants engaged in connection with the road show presentations with the prior approval of the Partnership, travel and lodging expenses of the representatives and officers of the Partnership and any such consultants, and the cost of any aircraft chartered in connection with the road show, (I) the document production charges and expenses associated with printing this Agreement, (J) all fees and disbursements of counsel incurred by the Underwriters in connection with the Directed Unit Program and stamp duties, similar taxes or duties or other taxes, if any, incurred by the Underwriters in connection with the Directed Unit Program and (K) all other costs and expenses incident to the performance of the obligations of the Hess Parties hereunder for which provision is not otherwise made in this Section. It is understood, however, that except as provided in this Section, Section 8 entitled "Indemnity and Contribution," Section 9 entitled "Directed Unit Program Indemnification" and the last paragraph of Section 11 below, the Underwriters will pay (i) all of their costs and expenses, including fees and disbursements of their counsel, transfer taxes payable on resale of any of the Units by them, any advertising expenses connected with any offers they may make, the cost of any aircraft transportation not provided by the private Hess aircraft and lodging on the "roadshow" and (ii) their and the Hess Parties' costs and expenses on any "roadshow" for ground transportation, meeting expenses (including facilities and dining), and dining not associated with investor discussions.

(n) The Partnership will promptly notify the Representatives if the Partnership ceases to be an Emerging Growth Company at any time prior to the later of (a) completion of the distribution of the Units within the meaning of the Securities Act and (b) completion of the Restricted Period (as defined in this Section 6).

(o) The Hess Parties represent and agree that (i) they have not engaged in, or authorized any other person to engage in, any Section 5(d) Communications, other than Section 5(d) Communications with the prior consent of the Representatives with entities that are qualified institutional buyers as defined in Rule 144A under the Act or institutions that are accredited investors as defined in Rule 501(a) under the Act; and (ii) they have not distributed, or authorized any other person to distribute, any Section 5(d) Writings, other than those distributed with the prior consent of the Representatives that are listed on Schedule II(b) hereto; and the Partnership reconfirms that the Underwriters have been authorized to act on its behalf in engaging in Section 5(d) Communications.

(p) Each of the Hess Parties also covenants with each Underwriter that, without the prior written consent of Goldman, Sachs & Co. and Morgan Stanley & Co. LLC on behalf of the Underwriters, it will not, and it will not permit the Sponsors to, during the period ending 180 days after the date of the

Prospectus (the "**Restricted Period**"), (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend or otherwise transfer or dispose of, directly or indirectly, any Common Units or any other securities convertible into or exercisable or exchangeable for Common Units, (2) file any registration statement with the Commission relating to the offering of any Common Units or any securities convertible into or exercisable or exchangeable for Common Units, (3) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Common Units, whether any such transaction described in clause (1), (2) or (3) above is to be settled by delivery of Common Units or such other securities, in cash or otherwise. In addition, each of the Hess Parties agrees that, without the prior written consent of Goldman, Sachs & Co. and Morgan Stanley & Co. LLC on behalf of the Underwriters, it will not, and it will not permit the Sponsors to, during the Restricted Period, make any demand for, or exercise any right with respect to, the registration of any Common Units or any security convertible into or exercisable or exchangeable for Common Units.

The restrictions contained in the preceding paragraph shall not apply to (a) the Units to be sold hereunder, (b) the issuance by the Partnership of Common Units upon the exercise of an option or warrant or the conversion of a security outstanding on the date hereof of which the Underwriters have been advised in writing, (c) any Common Units, options to purchase Common Units or other equity incentive awards, in each case issued or granted pursuant to the long-term incentive plan or other existing employee benefit plans of the Partnership referred to in the Registration Statement, Time of Sale Prospectus and the Prospectus, (d) the filing of a registration statement on Form S-8 relating to the Partnership's long-term incentive plan or other existing employee benefit plans of the Partnership referred to in the Registration Statement, the Time of Sale Prospectus and the Prospectus or (e) the establishment of a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer of Common Units, *provided* that (i) such plan does not provide for the transfer of Common Units during the Restricted Period and (ii) to the extent a public announcement or filing under the Exchange Act, if any, is required of or voluntarily made by the Partnership regarding the establishment of such plan, such announcement or filing shall include a statement to the effect that no transfer of Common Units may be made under such plan during the Restricted Period.

7. *Covenants of the Underwriters*. Each Underwriter severally covenants with the Hess Parties not to take any action that would result in the Partnership being required to file with the Commission under Rule 433(d) a free writing prospectus prepared by or on behalf of such Underwriter that otherwise would not be required to be filed by the Partnership thereunder, but for the action of the Underwriter.

8. *Indemnity and Contribution.* (a) The Hess Parties, jointly and severally, agree to indemnify and hold harmless each Underwriter, its directors and officers and each person, if any, who controls any Underwriter within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange

Act and each affiliate of any Underwriter within the meaning of Rule 405 under the Securities Act from and against any and all losses, claims, damages and liabilities (including, without limitation, any legal or other expenses reasonably incurred in connection with defending or investigating any such action or claim) arising out of any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or any amendment thereof, or the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, or arising out of any untrue statement or alleged untrue statement of a material fact contained in any preliminary prospectus, the Time of Sale Prospectus or any amendment or supplement thereto, any issuer free writing prospectus as defined in Rule 433(h) under the Securities Act, any Partnership information that the Partnership has filed, or is required to file, pursuant to Rule 433(d) under the Securities Act, any road show as defined in Rule 433(h) under the Securities Act, the Prospectus or any amendment or supplement thereto or any Section 5(d) Writing, caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case, except insofar as such losses, claims, damages or liabilities are caused by any such untrue statement or omission or alleged untrue statement or omission based upon information relating to any Underwriter furnished to the Partnership in writing by such Underwriter through you expressly for use therein.

(b) Each Underwriter agrees, severally and not jointly, to indemnify and hold harmless the Hess Parties, the directors of GP LLC, the officers of GP LLC who sign the Registration Statement and each person, if any, who controls the Partnership within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act to the same extent as the foregoing indemnity from the Hess Parties to such Underwriter, but only with reference to information relating to such Underwriter furnished to the Hess Parties in writing by such Underwriter through you expressly for use in the Registration Statement, any preliminary prospectus, the Time of Sale Prospectus, any issuer free writing prospectus, road show, the Prospectus or any Section 5(d) Writing or any amendment or supplement thereto.

(c) In case any proceeding (including any governmental investigation) shall be instituted involving any person in respect of which indemnity may be sought pursuant to Section 8(a) or 8(b), such person (the "**indemnified party**") shall promptly notify the person against whom such indemnity may be sought (the "**indemnifying party**") in writing and the indemnifying party (but the omission so to notify the indemnifying party shall not relieve it from (x) any liability that it may have under Section 8(a) or 8(b) above except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such omission), or (y) any liability it may have otherwise than under Section 8(a) or 8(b) above, upon request of the indemnified party, shall retain counsel reasonably satisfactory to the indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party) to represent the indemnified party and any others the indemnifying party may

designate in such proceeding and shall pay the fees and disbursements of such counsel related to such proceeding. In any such proceeding, any indemnified party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless (A) the indemnifying party and the indemnified party shall have mutually agreed to the retention of such counsel, (B) the named parties to any such proceeding (including any impleaded parties) include both the indemnifying party and the indemnified party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them or (C) the indemnifying party has failed within a reasonable time to retain counsel reasonably satisfactory to the indemnified party. It is understood that the indemnifying party shall not, in respect of the legal expenses of any indemnified party in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all such indemnified parties and that all such fees and expenses shall be reimbursed as they are incurred. Such firm shall be designated in writing by Goldman, Sachs & Co., in the case of parties indemnified pursuant to Section 8(a), and by the Hess Parties, in the case of parties indemnified pursuant to Section 8(b). The indemnifying party shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party from and against any loss or liability by reason of such settlement or judgment. Notwithstanding the foregoing sentence, if at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for fees and expenses of counsel as contemplated by the second and third sentences of this paragraph, the indemnifying party agrees that it shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 30 days after receipt by such indemnifying party of the aforesaid request and (ii) such indemnifying party shall not have reimbursed the indemnified party in accordance with such request prior to the date of such settlement. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened proceeding in respect of which any indemnified party is or could have been a party and indemnity could have been sought hereunder by such indemnified party, unless such settlement (x) includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such proceeding and (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any indemnified party.

(d) To the extent the indemnification provided for in Section 8(a) or 8(b) is unavailable to an indemnified party or insufficient in respect of any losses, claims, damages or liabilities referred to therein, then each indemnifying party under such paragraph, in lieu of indemnifying such indemnified party thereunder, shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (A) in such proportion as is appropriate to reflect the relative benefits received by the Hess Parties on the one

hand and the Underwriters on the other hand from the offering of the Units, or (B) if the allocation provided by clause 8(d)(A) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause 8(d)(A) above but also the relative fault of the Hess Parties on the one hand and of the Underwriters on the other hand in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Hess Parties on the one hand and the Underwriters on the other hand in connection with the offering of the Units shall be deemed to be in the same respective proportions as the net proceeds from the offering of the Units (before deducting expenses) received by the Hess Parties and the total underwriting discounts and commissions received by the Underwriters, in each case as set forth in the table on the cover of the Prospectus, bear to the aggregate Public Offering Price of the Units. The relative fault of the Hess Parties on the one hand and the Underwriters on the other hand shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Hess Parties or by the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Underwriters' respective obligations to contribute pursuant to this Section 8 are several in proportion to the respective number of Units they have purchased hereunder, and not joint.

(e) The Hess Parties and the Underwriters agree that it would not be just or equitable if contribution pursuant to this Section 8 were determined by *pro rata* allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable considerations referred to in Section 8(d). The amount paid or payable by an indemnified party as a result of the losses, claims, damages and liabilities referred to in Section 8(d) shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 8, no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Units underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages that such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The remedies provided for in this Section 8 are not exclusive and shall not limit any rights or remedies which may otherwise be available to any indemnified party at law or in equity.

(f) The indemnity and contribution provisions contained in this Section 8 and the representations, warranties and other statements of the Hess Parties contained in this Agreement shall remain operative and in full force and

effect regardless of (A) any termination of this Agreement, (B) any investigation made by or on behalf of any Underwriter, any person controlling any Underwriter or any affiliate of any Underwriter or by or on behalf of the Partnership, its officers or directors or any person controlling the Partnership and (C) acceptance of and payment for any of the Units.

9. *Directed Unit Program Indemnification.* (a) The Hess Parties, jointly and severally, agree to indemnify and hold harmless Morgan Stanley, each person, if any, who controls Morgan Stanley within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act and each affiliate of Morgan Stanley within the meaning of Rule 405 of the Securities Act ("**Morgan Stanley Entities**") from and against any and all losses, claims, damages and liabilities (including, without limitation, any legal or other expenses reasonably incurred in connection with defending or investigating any such action or claim) (A) caused by any untrue statement or alleged untrue statement of a material fact contained in any material prepared by or with the consent of the Hess Parties for distribution to Participants in connection with the Directed Unit Program or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading; (B) caused by the failure of any Participant to pay for and accept delivery of Directed Units that the Participant agreed to purchase; or (C) related to, arising out of, or in connection with the Directed Unit Program, other than losses, claims, damages or liabilities (or expenses relating thereto) that are finally judicially determined to have resulted from the bad faith or gross negligence of Morgan Stanley Entities.

(b) In case any proceeding (including any governmental investigation) shall be instituted involving any Morgan Stanley Entity in respect of which indemnity may be sought pursuant to Section 9(a), the Morgan Stanley Entity seeking indemnity, shall promptly notify the Partnership in writing and the Partnership, upon request of the Morgan Stanley Entity, shall retain counsel reasonably satisfactory to the Morgan Stanley Entity to represent the Morgan Stanley Entity and any others the Hess Parties may designate in such proceeding and shall pay the fees and disbursements of such counsel related to such proceeding. In any such proceeding, any Morgan Stanley Entity shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such Morgan Stanley Entity unless (A) the Hess Parties shall have agreed to the retention of such counsel or (B) the named parties to any such proceeding (including any impleaded parties) include both a Hess Party and the Morgan Stanley Entity and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. The Hess Parties shall not, in respect of the legal expenses of the Morgan Stanley Entities in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all Morgan Stanley Entities. Any such separate firm for the Morgan Stanley Entities shall be designated in writing by Morgan Stanley. The Hess Parties shall not be liable for any settlement of any proceeding

effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the Hess Parties agree to indemnify the Morgan Stanley Entities from and against any loss or liability by reason of such settlement or judgment. Notwithstanding the foregoing sentence, if at any time a Morgan Stanley Entity shall have requested the Hess Parties to reimburse it for fees and expenses of counsel as contemplated by the second and third sentences of this paragraph, the Hess Parties agree that they shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 30 days after receipt by the Hess Parties of the aforesaid request and (ii) the Hess Parties shall not have reimbursed the Morgan Stanley Entity in accordance with such request prior to the date of such settlement. The Hess Parties shall not, without the prior written consent of Morgan Stanley, effect any settlement of any pending or threatened proceeding in respect of which any Morgan Stanley Entity is or could have been a party and indemnity could have been sought hereunder by such Morgan Stanley Entity, unless such settlement includes an unconditional release of the Morgan Stanley Entities from all liability on claims that are the subject matter of such proceeding.

(c) To the extent the indemnification provided for in Section 9(a) is unavailable to a Morgan Stanley Entity or insufficient in respect of any losses, claims, damages or liabilities referred to therein, then the Hess Parties in lieu of indemnifying the Morgan Stanley Entity thereunder, shall contribute to the amount paid or payable by the Morgan Stanley Entity as a result of such losses, claims, damages or liabilities (A) in such proportion as is appropriate to reflect the relative benefits received by the Hess Parties on the one hand and the Morgan Stanley Entities on the other hand from the offering of the Directed Units or (B) if the allocation provided by clause(c)(A) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (c)(A) above but also the relative fault of the Hess Parties on the one hand and of the Morgan Stanley Entities on the other hand in connection with any statements or omissions that resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Hess Parties on the one hand and the Morgan Stanley Entities on the other hand in connection with the offering of the Directed Units shall be deemed to be in the same respective proportions as the net proceeds from the offering of the Directed Units (before deducting expenses) and the total underwriting discounts and commissions received by the Morgan Stanley Entities for the Directed Units, bear to the aggregate Public Offering Price of the Directed Units. If the loss, claim, damage or liability is caused by an untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact, the relative fault of the Hess Parties on the one hand and the Morgan Stanley Entities on the other hand shall be determined by reference to, among other things, whether the untrue or alleged untrue statement or the omission or alleged omission relates to information supplied by the Hess Parties or by the Morgan Stanley Entities and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

(d) The Hess Parties and the Morgan Stanley Entities agree that it would not be just or equitable if contribution pursuant to this Section 9 were determined by pro rata allocation (even if the Morgan Stanley Entities were treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable considerations referred to in Section 9(c). The amount paid or payable by the Morgan Stanley Entities as a result of the losses, claims, damages and liabilities referred to in the immediately preceding paragraph shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by the Morgan Stanley Entities in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 9, no Morgan Stanley Entity shall be required to contribute any amount in excess of the amount by which the total price at which the Directed Units distributed to the public were offered to the public exceeds the amount of any damages that such Morgan Stanley Entity has otherwise been required to pay. The remedies provided for in this Section 9 are not exclusive and shall not limit any rights or remedies which may otherwise be available to any indemnified party at law or in equity.

(e) The indemnity and contribution provisions contained in this Section 9 shall remain operative and in full force and effect regardless of (A) any termination of this Agreement, (B) any investigation made by or on behalf of any Morgan Stanley Entity or the Partnership, its officers or directors or any person controlling the Partnership and (C) acceptance of and payment for any of the Directed Units.

10. *Termination*. The Underwriters may terminate this Agreement by notice given by you to the Partnership, if after the execution and delivery of this Agreement and prior to the Closing Date (i) trading generally shall have been suspended or materially limited on, or by, as the case may be, any of the New York Stock Exchange, the NYSE MKT, the NASDAQ Global Market, (ii) trading of any securities of the Partnership shall have been suspended on any exchange or in any over-the-counter market, (iii) a material disruption in securities settlement, payment or clearance services in the United States shall have occurred, (iv) any moratorium on commercial banking activities shall have been declared by Federal or New York State authorities or (v) there shall have occurred any outbreak or escalation of hostilities, or any change in financial markets or any calamity or crisis that, in your judgment, is material and adverse and which, singly or together with any other event specified in this clause (v), makes it, in your judgment, impracticable or inadvisable to proceed with the offer, sale or delivery of the Units on the terms and in the manner contemplated in the Time of Sale Prospectus or the Prospectus.

11. *Effectiveness; Defaulting Underwriters*. This Agreement shall become effective upon the execution and delivery hereof by the parties hereto.

If, on the Closing Date or an Option Closing Date, as the case may be, any one or more of the Underwriters shall fail or refuse to purchase Units that it has or they have

agreed to purchase hereunder on such date, and the aggregate number of Units which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase is not more than one-tenth of the aggregate number of the Units to be purchased on such date, the other Underwriters shall be obligated severally in the proportions that the number of Firm Units set forth opposite their respective names in Schedule I bears to the aggregate number of Firm Units set forth opposite the names of all such non-defaulting Underwriters, or in such other proportions as you may specify, to purchase the Units which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase on such date; *provided* that in no event shall the number of Units that any Underwriter has agreed to purchase pursuant to this Agreement be increased pursuant to this Section 11 by an amount in excess of one-ninth of such number of Units without the written consent of such Underwriter. If on the Closing Date or an Option Closing Date any Underwriter shall default in its obligation to purchase the Units which it has agreed to purchase hereunder, you may in your discretion arrange for you or another party or other parties to purchase such Units on the terms contained herein. If, on the Closing Date, any Underwriter or Underwriters shall fail or refuse to purchase Firm Units and the aggregate number of Firm Units with respect to which such default occurs is more than one-tenth of the aggregate number of Firm Units to be purchased on such date, and arrangements satisfactory to you and the Hess Parties for the purchase of such Firm Units are not made within 36 hours after such default, this Agreement shall terminate without liability on the part of any non-defaulting Underwriter or the Hess Parties. In any such case either you or the Hess Parties shall have the right to postpone the Closing Date, but in no event for longer than seven days, in order that the required changes, if any, in the Registration Statement, in the Time of Sale Prospectus, in the Prospectus or in any other documents or arrangements may be effected. If, on an Option Closing Date, any Underwriter or Underwriters shall fail or refuse to purchase Additional Units and the aggregate number of Additional Units with respect to which such default occurs is more than one-tenth of the aggregate number of Additional Units to be purchased on such Option Closing Date, the non-defaulting Underwriters shall have the option to (i) terminate their obligation hereunder to purchase the Additional Units to be sold on such Option Closing Date or (ii) purchase not less than the number of Additional Units that such non-defaulting Underwriters would have been obligated to purchase in the absence of such default. Any action taken under this paragraph shall not relieve any defaulting Underwriter from liability in respect of any default of such Underwriter under this Agreement.

Without relieving any defaulting Underwriter from its obligations hereunder, the Partnership agrees with the non-defaulting Underwriters that it will not sell any Firm Units hereunder unless all of the Firm Units are purchased by the Underwriters (or by substituted Underwriters selected by you with the approval of the Partnership or selected by the Partnership with your approval).

The term “Underwriter” as used in this Agreement shall refer to and include any Underwriter substituted under this Section 11 with like effect as if such substituted Underwriter had originally been named in Schedule I hereto.

If this Agreement shall be terminated by the Underwriters, or any of them, because of any failure or refusal on the part of the Hess Parties to comply with the terms or to fulfill any of the conditions of this Agreement, or if for any reason the Hess Parties shall be unable to perform their obligations under this Agreement, the Hess Parties will reimburse the Underwriters or such Underwriters as have so terminated this Agreement with respect to themselves, severally, for all out-of-pocket expenses (including the fees and disbursements of their counsel) reasonably incurred by such Underwriters in connection with this Agreement or the offering contemplated hereunder.

12. *Entire Agreement*. (a) This Agreement, together with any contemporaneous written agreements and any prior written agreements (to the extent not superseded by this Agreement) that relate to the offering of the Units, represents the entire agreement between the Hess Parties and the Underwriters with respect to the preparation of any preliminary prospectus, the Time of Sale Prospectus, the Prospectus, the conduct of the offering, and the purchase and sale of the Units.

(b) The Hess Parties acknowledge that in connection with the offering of the Units: (A) the Underwriters have acted at arm's length, are not agents of, and owe no fiduciary duties to, the Hess Parties or any other person, (B) the Underwriters owe the Hess Parties only those duties and obligations set forth in this Agreement and prior written agreements (to the extent not superseded by this Agreement), if any, and (C) the Underwriters may have interests that differ from those of the Hess Parties. The Hess Parties waive to the full extent permitted by applicable law any claims they may have against the Underwriters arising from an alleged breach of fiduciary duty in connection with the offering of the Units.

13. *Counterparts*. This Agreement may be signed in two or more counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

14. *Applicable Law*. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

15. *Headings*. The headings of the sections of this Agreement have been inserted for convenience of reference only and shall not be deemed a part of this Agreement.

16. *Notices*. All communications hereunder shall be in writing and effective only upon receipt and if to the Underwriters shall be delivered, mailed or sent to you in care of Goldman, Sachs & Co., 200 West Street, New York, New York 10282 Attention: Equity Syndicate Desk, with a copy to the Legal Department and Morgan Stanley & Co. LLC, 1585 Broadway, New York, New York 10036, Attention: Equity Syndicate Desk, with a copy to the Legal Department; and if to the Partnership shall be delivered, mailed or sent to 1501 McKinney Street, Houston, TX 77010.

Very truly yours,

HESS INFRASTRUCTURE PARTNERS LP

By: Hess Infrastructure Partners GP LLC, its general partner

By: /s/ Jonathan C. Stein
Name: Jonathan C. Stein
Title: Chief Financial Officer

HESS MIDSTREAM PARTNERS GP LLC

By: /s/ Jonathan C. Stein
Name: Jonathan C. Stein
Title: Chief Financial Officer

HESS MIDSTREAM PARTNERS GP LP

By: Hess Midstream Partners GP LLC, its general partner

By: /s/ Jonathan C. Stein
Name: Jonathan C. Stein
Title: Chief Financial Officer

HESS MIDSTREAM PARTNERS LP

By: Hess Midstream Partners GP LLC, its general partner

By: /s/ Jonathan C. Stein
Name: Jonathan C. Stein
Title: Chief Financial Officer

Accepted as of the date hereof

GOLDMAN, SACHS & CO.
MORGAN STANLEY & CO. LLC

Acting severally on behalf of themselves and
the several Underwriters named in
Schedule I hereto.

GOLDMAN, SACHS & CO.

By: /s/ Matt Leavitt
Name: Matt Leavitt
Title: Managing Director

MORGAN STANLEY & CO. LLC

By: /s/ Neil Guha
Name: Neil Guha
Title: Vice President

SCHEDULE I

Underwriter	Number of Firm Units to be Purchased
Goldman, Sachs & Co.	2,956,001
Morgan Stanley & Co. LLC	2,956,001
Citigroup Global Markets Inc.	1,477,852
J.P. Morgan Securities LLC	1,477,852
MUFG Securities Americas Inc.	1,477,852
Wells Fargo Securities, LLC	1,477,852
ING Financial Markets LLC	656,971
Scotia Capital (USA) Inc.	656,971
SMBC Nikko Securities America, Inc.	656,971
Barclays Capital Inc.	328,559
HSBC Securities (USA) Inc.	328,559
TD Securities (USA) LLC	328,559
Total:	14,780,000

SCHEDULE II

(a) Time of Sale Prospectus

1. Preliminary Prospectus issued March 27, 2017
2. Initial Public Offering Price per Common Units: $23.00

   Number of Firm Units: 14,780,000

(b) Section 5(d) Writings

None.

EXHIBIT A

Form of Opinion of Latham & Watkins LLP

[To be provided to the Underwriters]

EXHIBIT B

Form of Opinion of Richards, Layton & Finger, P.A.

[To be provided to the Underwriters]

EXHIBIT C

Form of Opinion of Vinson & Elkins L.L.P.

[To be provided to the Underwriters]

EXHIBIT D

Form of Opinion of Timothy B. Goodell

[To be provided to the Underwriters]

EXHIBIT E

[FORM OF LOCK-UP LETTER]

, 2017

Goldman, Sachs & Co.
Morgan Stanley & Co. LLC
As Representatives of the several Underwriters listed in
Schedule I to the Underwriting Agreement referred to below

c/o Goldman, Sachs & Co.
200 West Street
New York, New York 10282

c/o Morgan Stanley & Co. LLC
1585 Broadway
New York, New York 10036

Ladies and Gentlemen:

The undersigned understands that you, as Representatives of the several Underwriters, propose to enter into an Underwriting Agreement (the "**Underwriting Agreement**") with Hess Infrastructure Partners LP, a Delaware limited partnership, Hess Midstream Partners GP LLC, a Delaware limited liability company ("**GP LLC**"), Hess Midstream Partners GP LP, a Delaware limited partnership, and Hess Midstream Partners LP, a Delaware limited partnership (the "**Partnership**"), providing for the public offering (the "**Public Offering**") by the several Underwriters named in Schedule I thereto (the "**Underwriters**"), of 14,780,000 common units representing limited partner interests in the Partnership (the "**Common Units**").

To induce the Underwriters that may participate in the Public Offering to continue their efforts in connection with the Public Offering, the undersigned hereby agrees that, without the prior written consent of the Representatives on behalf of the Underwriters, it will not, during the period commencing on the date hereof and ending 180 days after the date of the final prospectus (the "**Restricted Period**") relating to the Public Offering (the "**Prospectus**"), (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, make any short sale, or otherwise transfer or dispose of, directly or indirectly, any Common Units beneficially owned (as such term is used in Rule 13d-3 of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**")), by the undersigned or any other securities so owned convertible into or exercisable or exchangeable for Common Units or that represent the right to receive Common Units (collectively, the "**Undersigned's Common Units**") or (2) enter into any swap or other

arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Common Units, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Common Units or such other securities, in cash or otherwise. The foregoing restriction is expressly agreed to preclude the undersigned from engaging in any hedging or other transaction which is designed to or which reasonably could be expected to lead to or result in a sale or disposition of the Undersigned's Common Units even if such Common Units would be disposed of by someone other than the undersigned. Such prohibited hedging or other transactions would include without limitation any short sale or any purchase, sale or grant of any right (including without limitation any put or call option) with respect to any of the Undersigned's Common Units or with respect to any security that includes, relates to, or derives any significant part of its value from such Common Units.

The foregoing restriction shall not apply to (a) transfers of Common Units or any security convertible into Common Units as a *bona fide* gift, (b) to any trust for the direct or indirect benefit of the undersigned or the immediate family of the undersigned, (c) if the undersigned is a corporation, the corporation may transfer the Common Units of the Partnership to any wholly-owned subsidiary of such corporation *provided* that in the case of any transfer pursuant to clause (a), (b) or (c), (i) each donee, transferee or trustee shall sign and deliver a lock-up letter substantially in the form of this letter and (ii) no filing under Section 16(a) of the Exchange Act, reporting a reduction in beneficial ownership of Common Units, shall be required or shall be voluntarily made during the Restricted Period, or (d) with the prior written consent of the Representatives on behalf of the Underwriters. In addition, the undersigned agrees that, without the prior written consent of the Representatives on behalf of the Underwriters, it will not, during the Restricted Period, make any demand for or exercise any right with respect to, the registration of any Common Units or any security convertible into or exercisable or exchangeable for Common Units. For purposes of this Lock-Up Agreement, "**immediate family**" shall mean any relationship by blood, marriage or adoption, not more remote than first cousin. The undersigned now has, and, except as contemplated by clause (a), (b), or (c) above, for the duration of this lock-up agreement will have, good and marketable title to the Undersigned's Common Units, free and clear of all liens, encumbrances, and claims whatsoever. The undersigned also agrees and consents to the entry of stop transfer instructions with the Partnership's transfer agent and registrar against the transfer of the undersigned's Common Units except in compliance with the foregoing restrictions.

If the undersigned is an officer or director of GP LLC, the undersigned further agrees that the foregoing provisions shall be equally applicable to any issuer-directed Common Units the undersigned may purchase in the offering.

The undersigned understands that the Partnership and the Underwriters are relying upon this agreement in proceeding toward consummation of the Public Offering. The undersigned further understands that this agreement is irrevocable and shall be binding upon the undersigned's heirs, legal representatives, successors and assigns.

Whether or not the Public Offering actually occurs depends on a number of factors, including market conditions. Any Public Offering will only be made pursuant to an Underwriting Agreement, the terms of which are subject to negotiation between the Partnership and the Underwriters.

Very truly yours,

_____

(Name)

_____

(Address)

Exhibit 3.1

AMENDED AND RESTATED
CERTIFICATE OF LIMITED PARTNERSHIP
OF
HESS MIDSTREAM PARTNERS LP

This Amended and Restated Certificate of Limited Partnership of Hess Midstream Partners LP (the "Partnership"), dated as of April 7, 2017, has been duly executed and is being filed by Hess Midstream Partners GP LP, as general partner, in accordance with the provisions of 6 Del. C. § 17-210, to amend and restate the original Certificate of Limited Partnership of the Partnership, which was filed on January 17, 2014 with the Secretary of State of the State of Delaware (the "Certificate").

The Certificate is hereby amended and restated in its entirety to read as follows:

1. ***Name***. The name of the limited partnership is Hess Midstream Partners LP.

2. ***Registered Office; Registered Agent***. The address of the registered office of the Partnership in the State of Delaware is c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. The name and address of the registered agent for service of process on the Partnership in the State of Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.

3. ***General Partner***. The name and mailing address of the sole general partner of the Partnership are:

Hess Midstream Partners GP LP
1501 McKinney Street
Houston, Texas 77010

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Certificate of Limited Partnership as of the date first-above written.

HESS MIDSTREAM PARTNERS GP LP

By: Hess Midstream Partners GP, LLC
its general partner

By: /s/ Timothy B. Goodell
Name: Timothy B. Goodell
Title: General Counsel and Secretary

Exhibit 3.2

Execution Version

FIRST AMENDED AND RESTATED
AGREEMENT OF LIMITED PARTNERSHIP
OF
HESS MIDSTREAM PARTNERS LP

This FIRST AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP of HESS MIDSTREAM PARTNERS LP (this "***Agreement***"), dated as of April 7, 2017, is entered into and executed by Hess Midstream Partners GP LLC, a Delaware limited liability company ("***GP LLC***"), Hess Midstream Partners GP LP, a Delaware limited partnership ("***GP LP***"), and Hess Midstream Holdings LLC, a Delaware limited liability company ("***Midstream Holdings***").

The Partnership was previously formed as a Delaware limited partnership and is currently governed by the Agreement of Limited Partnership of the Partnership, dated as of January 28, 2014 (the "***Current Agreement***"). The Current Agreement is hereby amended and restated in its entirety as follows:

ARTICLE I

DEFINITIONS

The following definitions shall for all purposes, unless otherwise clearly indicated to the contrary, apply to the terms used in this Agreement.

"***Certificate of Limited Partnership***" means the Certificate of Limited Partnership filed with the Secretary of State of the State of Delaware on January 17, 2014 as described in the first sentence of Section 2.5, as amended or restated from time to time.

"***Delaware Act***" means the Delaware Revised Uniform Limited Partnership Act, as amended from time to time, and any successor to such act.

"***General Partner***" means, upon consummation of the transactions referenced in clause (d) of Article IV, GP LP, in its capacity as general partner of the Partnership.

"***Limited Partner***" means, upon consummation of the transactions referenced in clause (e) of Article IV, Midstream Holdings, in its capacity as limited partner of the Partnership.

"***Partner***" means the General Partner or the Limited Partner.

"***Partnership***" means Hess Midstream Partners LP, a Delaware limited partnership.

"***Percentage Interest***" means, with respect to any Partner, the percentage of cash contributed by such Partner to the Partnership as a percentage of all cash contributed by all the Partners to the Partnership.

ARTICLE II
ORGANIZATIONAL MATTERS

2.1 ***Formation***. GP LLC, as general partner, and Hess Corporation, a Delaware corporation ("***Hess***"), as limited partner, formed the Partnership on January 17, 2014 as a limited partnership pursuant to the provisions of the Delaware Act. Except as expressly provided herein to the contrary, the rights and obligations of the Partners and the administration, dissolution, and termination of the Partnership shall be governed by the Delaware Act.

2.2 ***Name***. The name of the Partnership shall be, and the business of the Partnership shall be conducted under the name of, "Hess Midstream Partners LP".

2.3 ***Principal Office; Registered Office***.

(a) The principal office of the Partnership shall be at 1185 Avenue of the Americas, New York, NY 10036, or such other place as the General Partner may from time to time designate.

(b) The address of the Partnership's registered office in the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, and the name of the Partnership's registered agent for service of process at such address shall be The Corporation Trust Company.

2.4 ***Term.*** The Partnership shall continue in existence until there is an election to dissolve the Partnership by the General Partner.

2.5 ***Organizational Certificate.*** A Certificate of Limited Partnership of the Partnership has been filed with the Secretary of State of the State of Delaware as required by the Delaware Act. The General Partner shall cause to be filed such other certificates or documents as may be required for the formation, operation, and qualification of a limited partnership in the State of Delaware and any state in which the Partnership may elect to do business. The General Partner shall thereafter file any necessary amendments to the Certificate of Limited Partnership and any such other certificates and documents and do all things requisite to the maintenance of the Partnership as a limited partnership (or as a partnership in which the Limited Partner has limited liability) under the laws of Delaware and any state or jurisdiction in which the Partnership may elect to do business.

2.6 ***Partnership Interests.*** Upon consummation of the transactions referenced in clauses (d) and (e) of Article IV, the General Partner shall have a 43.0556% Percentage Interest and the Limited Partner shall have a 56.9444% Percentage Interest.

ARTICLE III

PURPOSE

The purposes of the Partnership shall be to carry on any lawful business, purpose or activity for which limited partnerships may be formed under the Delaware Act.

ARTICLE IV

CAPITAL CONTRIBUTIONS; PARTNERS

(a) In connection with the formation of the Partnership under the Delaware Act, (i) GP LLC made an initial capital contribution to the Partnership in the amount of $10,000.00 in exchange for a 50% general partner interest in the Partnership and was admitted as the general partner of the Partnership, and (ii) Hess made an initial capital contribution to the Partnership in the amount of $10,000.00 in exchange for a 50% limited partner interest in the Partnership and was admitted as a limited partner of the Partnership.

(b) Pursuant to that certain Takota Pre-Closing Restructuring Agreement, dated as of June 22, 2015, (i)(A) Hess transferred and assigned all of its partnership interests in the Partnership (which partnership interests constituted all of the limited partner interests in the Partnership) (the "***Transferred LP Interests***"), to Hess Investments North Dakota LLC, a Delaware limited liability company ("***HINDL***"), (B) HINDL was admitted as a substitute limited partner of the Partnership, (C) immediately following such admission, Hess ceased to be a limited partner of the Partnership, and (D) the Partnership was continued without dissolution, (ii)(A) HINDL transferred and assigned the Transferred LP Interests to Hess TGP Finance Company LLC, a Delaware limited liability company ("***TGP Finance***"), (B) TGP Finance was admitted as a substitute limited partner of the Partnership, (C) immediately following such admission HINDL ceased to be a limited partner of the Partnership, and (D) the Partnership was continued without dissolution, and (iii)(A) TGP Finance transferred and assigned the Transferred LP Interests to Hess Infrastructure Partners LP, a Delaware limited partnership ("***HIP***"), (B) HIP was admitted as a substitute limited partner of the Partnership, (C) immediately following such admission, TGP Finance ceased to be a limited partner of the partnership, and (D) the Partnership was continued without dissolution. On July 9, 2015, HIP contributed an amount equal to $300,000.00 to the Partnership, and GP LLC contributed an amount equal to $400,000.00 to the Partnership.

(c) Pursuant to that certain Assignment Agreement, dated as of April 7, 2017, HIP transferred and assigned the Transferred LP Interests to GP LP, GP LP was admitted as a substitute limited partner of the Partnership, immediately following such admission HIP ceased to be a limited partner of the Partnership and the Partnership was continued without dissolution. Immediately prior to the execution and delivery of this Agreement, GP LP was the sole limited partner of the Partnership and GP LLC was the sole general partner of the Partnership.

(d) (i) GP LP hereby exchanges its 43.0556% limited partner interest in the Partnership for a 43.0556% general partner interest in the Partnership and is hereby admitted as a general partner of the Partnership and ceases to be a limited partner of the Partnership, (ii) simultaneously with the transaction described at clause (i), GP LLC hereby exchanges its 56.9444% general partner interest in the Partnership for a 56.9444% limited partner interest in the Partnership, and is hereby admitted as a limited partner of the Partnership and ceases to be a general partner of the Partnership, and (iii) the Partnership is hereby continued without dissolution with GP LP being the sole general partner of the Partnership owning a 43.0556% general partner interest in the Partnership and GP LLC being the sole limited partner of the Partnership owning a 56.9444% limited partner interest in the Partnership.

(e) Immediately following the consummation of the transactions contemplated in clause (d) above, GP LLC hereby distributes, transfers and assigns all of its limited partner interest in the Partnership to Midstream Holdings, Midstream Holdings is hereby admitted to the Partnership as a limited partner of the Partnership, immediately following such admission GP LLC hereby ceases to be a limited partner of the Partnership, and the Partnership is hereby continued without dissolution with GP LP being the sole general partner of the Partnership owning a 43.0556% general partner interest in the Partnership and Midstream Holdings being the sole limited partner of the Partnership owning a 56.9444% limited partner interest in the Partnership.

(f) Notwithstanding any provision of this Agreement or the Delaware Act to the contrary, the parties hereto agree that the transactions referenced in this Article IV shall not dissolve the Partnership.

ARTICLE V

CAPITAL ACCOUNT ALLOCATIONS

5.1 ***Capital Accounts***. The Partnership shall maintain a capital account for each of the Partners in accordance with the regulations issued pursuant to Section 704 of the Internal Revenue Code of 1986, as amended (the "***Code***"), and as determined by the General Partner as consistent therewith.

5.2 ***Allocations***. For federal income tax purposes, each item of income, gain, loss, deduction, and credit of the Partnership shall be allocated among the Partners in accordance with their Percentage Interests, except that the General Partner shall have the authority to make such other allocations as are necessary and appropriate to comply with Section 704 of the Code and the regulations pursuant thereto.

5.3 ***Distributions***. From time to time, but not less often than quarterly, the General Partner shall review the Partnership's accounts to determine whether distributions are appropriate. The General Partner may make such cash distribution as it, in its sole discretion, may determine without being limited to current or accumulated income or gains from any Partnership funds, including, without limitation, Partnership revenues, capital contributions, or borrowed funds; provided, however, that no such distribution shall be made if, after giving effect thereto, the liabilities of the Partnership exceed the fair market value of the assets of the Partnership. In its sole discretion, the General Partner may, subject to the foregoing proviso, also distribute to the Partners other Partnership property, or other securities of the Partnership or other entities. All distributions by the General Partner shall be made in accordance with the Percentage Interests of the Partners.

ARTICLE VI

MANAGEMENT AND OPERATIONS OF BUSINESS

Except as otherwise expressly provided in this Agreement, all powers to control and manage the business and affairs of the Partnership shall be vested exclusively in the General Partner; the Limited Partner shall not have any power to control or manage the Partnership.

ARTICLE VII

RIGHTS AND OBLIGATIONS OF LIMITED PARTNER

The Limited Partner shall have liability under this Agreement only to the extent of its capital contributions to the Partnership.

ARTICLE VIII

DISSOLUTION AND LIQUIDATION

The Partnership shall dissolve and its affairs shall be wound up at such time, if any, as required by the Delaware Act or as the General Partner may elect.

ARTICLE IX

AMENDMENT OF PARTNERSHIP AGREEMENT

The General Partner may amend any provision of this Agreement without the consent of the Limited Partner and may execute, swear to, acknowledge, deliver, file and record whatever documents may be required in connection therewith.

ARTICLE X

GENERAL PROVISIONS

10.1 ***Addresses and Notices***. Any notice to the Partnership, the General Partner, or the Limited Partner shall be deemed given if received by it in writing at the principal office of the Partnership designated pursuant to Section 2.3(a).

10.2 ***Binding Effect***. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

10.3 ***Integration***. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

10.4 ***Severability***. If any provision of this Agreement is or becomes invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions hereof, or of such provision in other respects, shall not be affected thereby.

10.5 ***Governing Law***. THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, WITHOUT REGARD TO THE CONFLICTS OF LAW PRINCIPLES OF SUCH STATE.

[The remainder of this page was left blank intentionally; the signature page follows]

IN WITNESS WHEREOF, this Agreement has been duly executed by the undersigned as of the date first set forth above.

Hess Midstream Partners GP LLC

By: /s/ Jonathan C. Stein
Name: Jonathan C. Stein
Title: Chief Financial Officer

Hess Midstream Partners GP LP

By: Hess Midstream Partners GP, LLC, its general partner

By: /s/ Jonathan C. Stein
Name: Jonathan C. Stein
Title: Chief Financial Officer

Hess Midstream Holdings LLC

By: /s/ Jonathan C. Stein
Name: Jonathan C. Stein
Title: Chief Financial Officer

Exhibit 3.3

Execution Version

SECOND AMENDED AND RESTATED

AGREEMENT OF LIMITED PARTNERSHIP

OF

HESS MIDSTREAM PARTNERS LP

A Delaware Limited Partnership

Dated as of

April 10, 2017

TABLE OF CONTENTS

SECOND AMENDED AND RESTATED AGREEMENT OF
LIMITED PARTNERSHIP OF HESS MIDSTREAM PARTNERS LP

THIS SECOND AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF HESS MIDSTREAM PARTNERS LP, dated as of April 10, 2017, is entered into by and between HESS MIDSTREAM PARTNERS GP LP, a Delaware limited partnership ("***GP LP***"), as the General Partner, and HESS MIDSTREAM HOLDINGS LLC, a Delaware limited liability company, as the Organizational Limited Partner ("***Midstream Holdings***"), together with any other Persons who become Partners in the Partnership or parties hereto as provided herein. In consideration of the covenants, conditions and agreements contained herein, the parties hereto hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 *Definitions*. The following definitions shall be for all purposes, unless otherwise clearly indicated to the contrary, applied to the terms used in this Agreement.

"***Acquisition***" means any transaction in which any Group Member acquires (through an asset acquisition, stock acquisition, merger or other form of investment) control over all or a portion of the assets, properties or business of another Person for the purpose of increasing, over the long term, the operating capacity, operating income or revenue of the Partnership Group from the operating capacity, operating income or revenue of the Partnership Group existing immediately prior to such transaction. For purposes of this definition, "long term" generally refers to a period of time greater than twelve months.

"***Additional Book Basis***" means, with respect to any Adjusted Property, the portion of the Carrying Value of such Adjusted Property that is attributable to positive adjustments made to such Carrying Value, as determined in accordance with the provisions set forth below in this definition of Additional Book Basis. For purposes of determining the extent to which Carrying Value constitutes Additional Book Basis:

(a) Any negative adjustment made to the Carrying Value of an Adjusted Property as a result of either a Book-Down Event or a Book-Up Event shall first be deemed to offset or decrease that portion of the Carrying Value of such Adjusted Property that is attributable to any prior positive adjustments made thereto pursuant to a Book-Up Event or Book-Down Event.

(b) If Carrying Value that constitutes Additional Book Basis is reduced as a result of a Book-Down Event (an "***Additional Book Basis Reduction***") and the Carrying Value of other property is increased as a result of such Book-Down Event (a "***Carrying Value Increase***"), then any such Carrying Value Increase shall be treated as Additional Book Basis in an amount equal to the lesser of (i) the amount of such Carrying Value Increase and (ii) the amount determined by proportionately allocating to the Carrying Value Increases resulting from such Book-Down Event by the lesser of (A) the aggregate Additional Book Basis Reductions resulting from such Book-Down Event and (B) the amount by which the Aggregate Remaining Net Positive

Adjustments after such Book-Down Event exceeds the remaining Additional Book Basis attributable to all of the Partnership's Adjusted Property after such Book-Down Event (determined without regard to the application of this clause (b) to such Book-Down Event).

"***Additional Book Basis Derivative Items***" means any Book Basis Derivative Items that are computed with reference to Additional Book Basis. To the extent that the Additional Book Basis attributable to all of the Partnership's Adjusted Property as of the beginning of any taxable period exceeds the Aggregate Remaining Net Positive Adjustments as of the beginning of such period (the "***Excess Additional Book Basis***"), the Additional Book Basis Derivative Items for such period shall be reduced by the amount that bears the same ratio to the amount of Additional Book Basis Derivative Items determined without regard to this sentence as the Excess Additional Book Basis bears to the Additional Book Basis as of the beginning of such period. With respect to a Disposed of Adjusted Property, the Additional Book Basis Derivative Items shall be the amount of Additional Book Basis taken into account in computing gain or loss from the disposition of such Disposed of Adjusted Property; *provided* that the provisions of the immediately preceding sentence shall apply to the determination of the Additional Book Basis Derivative Items attributable to Disposed of Adjusted Property.

"***Adjusted Capital Account***" means, with respect to any Partner, the balance in such Partner's Capital Account at the end of each taxable period of the Partnership, after giving effect to the following adjustments:

(a) Credit to such Capital Account any amounts that such Partner is obligated to restore under the standards set by Treasury Regulation Section 1.704-1(b)(2)(ii)(c), including any amount that such Partner is deemed obligated to restore pursuant to the penultimate sentences of Treasury Regulation Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

(b) Debit to such Capital Account the items described in Treasury Regulation Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) and 1.704-1(b)(2)(ii)(d)(6).

The foregoing definition of Adjusted Capital Account is intended to comply with the provisions of Treasury Regulation Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith. The "Adjusted Capital Account" of a Partner in respect of any Partnership Interest shall be the amount that such Adjusted Capital Account would be if such Partnership Interest were the only interest in the Partnership held by such Partner from and after the date on which such Partnership Interest was first issued.

"***Adjusted Operating Surplus***" means, with respect to any period: (a) Operating Surplus generated with respect to such period; *less* (b) (i) the amount of any net increase in Working Capital Borrowings (or the Partnership's proportionate share of any net increase in Working Capital Borrowings in the case of Subsidiaries that are not wholly owned) with respect to such period and (ii) the amount of any net decrease in cash reserves (or the Partnership's proportionate share of any net decrease in cash reserves in the case of Subsidiaries that are not wholly owned) for Operating Expenditures with respect to such period not relating to an Operating Expenditure made with respect to such period; and *plus* (c) (i) the amount of any net decrease in Working Capital Borrowings (or the Partnership's proportionate share of any net

decrease in Working Capital Borrowings in the case of Subsidiaries that are not wholly owned) with respect to such period, (ii) the amount of any net decrease made in subsequent periods in cash reserves for Operating Expenditures initially established with respect to such period to the extent such decrease results in a reduction in Adjusted Operating Surplus in subsequent periods pursuant to clause (b)(ii) above and (iii) the amount of any net increase in cash reserves (or the Partnership's proportionate share of any net increase in cash reserves in the case of Subsidiaries that are not wholly owned) for Operating Expenditures with respect to such period required by any debt instrument for the repayment of principal, interest or premium. Adjusted Operating Surplus does not include that portion of Operating Surplus included in clause (a)(i) of the definition of "Operating Surplus."

"***Adjusted Property***" means any property the Carrying Value of which has been adjusted pursuant to Section 5.5(d).

"***Affiliate***" means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with, the Person in question. As used herein, the term "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise. Without limiting the foregoing, for purposes of this Agreement, any Person that, individually or together with its Affiliates, has the direct or indirect right to designate or cause the designation, including as a result of voting by directors, managers or persons holding similar positions of another entity, of at least one member to the Board of Directors, and any of such Person's Affiliates, shall be deemed to be Affiliates of the General Partner.

"***Aggregate Quantity of IDR Reset Common Units***" has the meaning given such term in Section 5.11(a).

"***Aggregate Remaining Net Positive Adjustments***" means, as of the end of any taxable period, the sum of the Remaining Net Positive Adjustments of all the Partners.

"***Agreed Allocation***" means any allocation, other than a Required Allocation, of an item of income, gain, loss or deduction pursuant to the provisions of Section 6.1, including a Curative Allocation (if appropriate to the context in which the term "Agreed Allocation" is used).

"***Agreed Value***" of (a) a Contributed Property means the fair market value of such Contributed Property at the time of contribution and (b) an Adjusted Property means the fair market value of such Adjusted Property on the date of the Revaluation Event, in each case as determined by the General Partner.

"***Agreement***" means this Second Amended and Restated Agreement of Limited Partnership of Hess Midstream Partners LP, as it may be amended, supplemented or restated from time to time.

"***Associate***" means, when used to indicate a relationship with any Person, (a) any corporation or organization of which such Person is a director, officer, manager, general partner or managing member or is, directly or indirectly, the owner of 20% or more of any class of

voting stock or other voting interest, (b) any trust or other estate in which such Person has at least a 20% beneficial interest or as to which such Person serves as trustee or in a similar fiduciary capacity, and (c) any relative or spouse of such Person, or any relative of such spouse, who has the same principal residence as such Person.

"***Available Cash***" means, with respect to any Quarter ending prior to the Liquidation Date:

(a) the sum of:

(i) all cash and cash equivalents of the Partnership Group (or the Partnership's proportionate share of cash and cash equivalents in the case of Subsidiaries that are not wholly owned) on hand at the end of such Quarter; and

(ii) if the General Partner so determines, all or any portion of additional cash and cash equivalents of the Partnership Group (or the Partnership's proportionate share of cash and cash equivalents in the case of Subsidiaries that are not wholly owned) (A) on hand on the date of determination of Available Cash with respect to such Quarter resulting from Working Capital Borrowings made subsequent to the end of such Quarter or (B) available to be borrowed as a Working Capital Borrowing as of the date of determination of Available Cash with respect to such Quarter (even if not actually borrowed until the date on which the distribution of Available Cash with respect to such Quarter is paid); *less*

(b) the amount of any cash reserves established by the General Partner (or the Partnership's proportionate share of cash reserves in the case of Subsidiaries that are not wholly owned) to:

(i) provide for the proper conduct of the business of the Partnership Group (including cash reserves for future capital expenditures and for anticipated future credit needs of the Partnership Group) subsequent to such Quarter;

(ii) comply with applicable law or any loan agreement, security agreement, mortgage, debt instrument or other agreement or obligation to which any Group Member is a party or by which it is bound or its assets are subject; or

(iii) provide funds for distributions under Section 6.4 or Section 6.5 in respect of any one or more of the next four Quarters;

provided, however, that the General Partner may not establish cash reserves pursuant to subclause (iii) above if the effect of such cash reserves would be that the Partnership is unable to distribute the Minimum Quarterly Distribution on all Common Units, plus any Cumulative Common Unit Arrearage on all Common Units, with respect to such Quarter; *provided further,* that disbursements made by a Group Member or cash reserves established, increased or reduced after the end of such Quarter but on or before the date of determination of Available Cash with respect to such Quarter shall be deemed to have been made, established, increased or reduced, for purposes of determining Available Cash within such Quarter if the General Partner so determines.

Notwithstanding the foregoing, "***Available Cash***" with respect to the Quarter in which the Liquidation Date occurs and any subsequent Quarter shall equal zero.

"***Board of Directors***" means, with respect to the General Partner, its board of directors or board of managers, if the General Partner is a corporation or limited liability company, or the board of directors or board of managers of the general partner of the General Partner, if the General Partner is a limited partnership, as applicable.

"***Book Basis Derivative Items***" means any item of income, deduction, gain or loss that is computed with reference to the Carrying Value of an Adjusted Property (e.g., depreciation, depletion, or gain or loss with respect to an Adjusted Property).

"***Book-Down Event***" means a Revaluation Event that gives rise to a Revaluation Loss.

"***Book-Tax Disparity***" means with respect to any item of Contributed Property or Adjusted Property, as of the date of any determination, the difference between the Carrying Value of such Contributed Property or Adjusted Property and the adjusted basis thereof for U.S. federal income tax purposes as of such date. A Partner's share of the Partnership's Book-Tax Disparities in all of its Contributed Property and Adjusted Property will be reflected by the difference between such Partner's Capital Account balance as maintained pursuant to Section 5.5 and the hypothetical balance of such Partner's Capital Account computed as if it had been maintained strictly in accordance with U.S. federal income tax accounting principles.

"***Book-Up Event***" means a Revaluation Event that gives rise to a Revaluation Gain.

"***Business Day***" means Monday through Friday of each week, except that a legal holiday recognized as such by the government of the United States of America or the States of Delaware, Texas and New York shall not be regarded as a Business Day.

"***Capital Account***" means the capital account maintained for a Partner pursuant to Section 5.5. The "Capital Account" of a Partner in respect of any Partnership Interest shall be the amount that such Capital Account would be if such Partnership Interest were the only interest in the Partnership held by such Partner from and after the date on which such Partnership Interest was first issued.

"***Capital Contribution***" means any cash, cash equivalents or the Net Agreed Value of Contributed Property that a Partner contributes to the Partnership or that is contributed or deemed contributed to the Partnership on behalf of a Partner (including, in the case of an underwritten offering of Units, the amount of any underwriting discounts or commissions).

"***Capital Improvement***" means (a) the construction of new capital assets by a Group Member, (b) the replacement, improvement or expansion of existing capital assets by a Group Member or (c) a capital contribution by a Group Member to a Person that is not a Subsidiary in which a Group Member has, or after such capital contribution will have, directly or indirectly, an equity interest, to fund such Group Member's pro rata share of the cost of the construction of new, or the replacement, improvement or expansion of existing, capital assets by such Person, in each case if and to the extent such construction, replacement, improvement or expansion is made

to increase, over the long term, the operating capacity, operating income or revenue of the Partnership Group, in the case of clauses (a) and (b), or such Person, in the case of clause (c), from the operating capacity, operating income or revenue of the Partnership Group or such Person, as the case may be, existing immediately prior to such construction, replacement, improvement, expansion or capital contribution. For purposes of this definition, "long term" generally refers to a period of time greater than twelve months.

"***Capital Surplus***" means Available Cash distributed by the Partnership in excess of Operating Surplus, as described in Section 6.3(a).

"***Carrying Value***" means (a) with respect to a Contributed Property or an Adjusted Property, the Agreed Value of such property reduced (but not below zero) by all depreciation, amortization and other cost recovery deductions charged to the Partners' Capital Accounts in respect of such property, and (b) with respect to any other Partnership property, the adjusted basis of such property for U.S. federal income tax purposes, all as of the time of determination. The Carrying Value of any property shall be adjusted from time to time in accordance with Section 5.5(d) and to reflect changes, additions or other adjustments to the Carrying Value for dispositions and acquisitions of Partnership properties, as deemed appropriate by the General Partner.

"***Cause***" means a court of competent jurisdiction has entered a final, non-appealable judgment finding the General Partner liable to the Partnership or any Limited Partner for actual fraud or willful or wanton misconduct in its capacity as a general partner of the Partnership.

"***Certificate***" means a certificate, in such form (including in global form if permitted by applicable rules and regulations of The Depository Trust Company or its permitted successors and assigns) as may be adopted by the General Partner, issued by the Partnership and evidencing ownership of one or more classes of Partnership Interests. The initial form of certificate approved by the General Partner for Common Units is attached as Exhibit A to this Agreement.

"***Certificate of Limited Partnership***" means the Amended and Restated Certificate of Limited Partnership of the Partnership filed with the Secretary of State of the State of Delaware as referenced in Section 7.2, as such Certificate of Limited Partnership may be amended, supplemented or restated from time to time.

"***Citizenship Eligibility Trigger***" has the meaning given such term in Section 4.9(a)(ii).

"***claim***" ***or*** "***claims***" (for purposes of Section 7.12(g)) has the meaning given such term in Section 7.12(g).

"***Closing Date***" means the first date on which Common Units are sold by the Partnership to the IPO Underwriters pursuant to the provisions of the IPO Underwriting Agreement.

"***Closing Price***" for any day, with respect to Limited Partner Interests of a particular class, means the last sale price on such day, regular way, or in case no such sale takes place on such day, the average of the last closing bid and ask prices on such day, regular way, in either case as reported on the principal National Securities Exchange on which such Limited Partner

Interests are listed or admitted to trading or, if such Limited Partner Interests of such class are not listed or admitted to trading on any National Securities Exchange, the average of the high bid and low ask prices on such day in the over-the-counter market, as reported by such other system then in use, or, if on any such day such Limited Partner Interests of such class are not quoted by any such organization, the average of the closing bid and ask prices on such day as furnished by a professional market maker making a market in such Limited Partner Interests of such class selected by the General Partner, or if on any such day no market maker is making a market in such Limited Partner Interests of such class, the fair value of such Limited Partner Interests on such day as determined by the General Partner.

"***Code***" means the U.S. Internal Revenue Code of 1986, as amended and in effect from time to time, and any successor law thereto. Any reference herein to a specific section or sections of the Code shall be deemed to include a reference to any corresponding provision of any successor law.

"***Combined Interest***" has the meaning given such term in Section 11.3(a).

"***Commences Commercial Service***" means the date upon which a Capital Improvement is first put into or commences commercial service by a Group Member following completion of construction, replacement, improvement or expansion and testing, as applicable.

"***Commission***" means the United States Securities and Exchange Commission.

"***Common Unit***" means a Limited Partner Interest having the rights and obligations specified with respect to Common Units in this Agreement. The term "Common Unit" does not include a Subordinated Unit prior to its conversion into a Common Unit pursuant to the terms hereof.

"***Common Unit Arrearage***" means, with respect to any Common Unit, whenever issued, as to any Quarter within the Subordination Period, the excess, if any, of (a) the Minimum Quarterly Distribution with respect to a Common Unit in respect of such Quarter over (b) the sum of all Available Cash distributed with respect to a Common Unit in respect of such Quarter pursuant to Section 6.4(a)(i).

"***Conflicts Committee***" means a committee of the Board of Directors composed of two or more directors, each of whom (a) is not an officer or employee of the General Partner, (b) is not an officer, director or employee of any Affiliate of the General Partner (other than Group Members), (c) is not a holder of any ownership interest in the General Partner or its Affiliates or the Partnership Group, other than (i) Common Units and (ii) awards that are granted to such director in his or her capacity as a director under any long-term incentive plan, equity compensation plan or similar plan implemented by the General Partner or the Partnership and (d) is determined by the Board of Directors to be independent under the independence standards for directors who serve on an audit committee of a board of directors established by the Exchange Act and the rules and regulations of the Commission thereunder and by the National Securities Exchange on which the Common Units are listed or admitted to trading (or if no such National Securities Exchange, the New York Stock Exchange).

"***Construction Debt***" means debt incurred to fund (a) all or a portion of a Capital Improvement, (b) interest payments (including periodic net payments under related interest rate swap agreements) and related fees on such debt or (c) distributions (including incremental Incentive Distributions) on Construction Equity.

"***Construction Equity***" means equity issued to fund (a) all or a portion of a Capital Improvement, (b) interest payments (including periodic net payments under related interest rate swap agreements) and related fees on Construction Debt or (c) distributions (including incremental Incentive Distributions) on such equity. Construction Equity does not include equity issued in the Initial Public Offering.

"***Construction Period***" means the period beginning on the date that a Group Member enters into a binding obligation to commence a Capital Improvement and ending on the earlier to occur of the date that such Capital Improvement Commences Commercial Service and the date that the Group Member abandons or disposes of such Capital Improvement.

"***Contributed Property***" means each property or other asset, in such form as may be permitted by the Delaware Act, but excluding cash, contributed to the Partnership. Once the Carrying Value of a Contributed Property is adjusted pursuant to Section 5.5(d), such property or other asset shall no longer constitute a Contributed Property, but shall be deemed an Adjusted Property.

"***Contribution Agreement***" means that certain Contribution, Conveyance and Assumption Agreement, dated as of April 4, 2017, by and among the Partnership, the General Partner, Hess, HIP, Gathering Opco, Logistics Opco, HTGP Opco, Mentor Holdings and the other entities party thereto, together with the additional conveyance documents and instruments contemplated or referenced thereunder, as such may be amended, supplemented or restated from time to time.

"***Cumulative Common Unit Arrearage***" means, with respect to any Common Unit, whenever issued, and as of the end of any Quarter, the excess, if any, of (a) the sum of the Common Unit Arrearages with respect to an Initial Common Unit for each of the Quarters within the Subordination Period ending on or before the last day of such Quarter over (b) the sum of any distributions theretofore made pursuant to Section 6.4(a)(ii) and the second sentence of Section 6.5 with respect to an Initial Common Unit (including any distributions to be made in respect of the last of such Quarters).

"***Curative Allocation***" means any allocation of an item of income, gain, deduction, loss or credit pursuant to the provisions of Section 6.1(d)(xi).

"***Current Market Price***" means, as of any date for any class of Limited Partner Interests, the average of the daily Closing Prices per Limited Partner Interest of such class for the 20 consecutive Trading Days immediately prior to such date.

"***Deferred Issuance***" has the meaning given such term in Section 5.3(c).

"***Delaware Act***" means the Delaware Revised Uniform Limited Partnership Act, 6 Del C. Section 17-101, *et seq.*, as amended, supplemented or restated from time to time, and any successor to such statute.

"***Departing General Partner***" means a former General Partner from and after the effective date of any withdrawal or removal of such former General Partner pursuant to Section 11.1 or Section 11.2.

"***Derivative Partnership Interests***" means any options, rights, warrants, appreciation rights, tracking, profit and phantom interests and other derivative securities relating to, convertible into or exchangeable for Partnership Interests.

"***Disposed of Adjusted Property***" has the meaning given such term in Section 6.1(d)(xii)(B).

"***Economic Risk of Loss***" has the meaning set forth in Treasury Regulation Section 1.752-2(a).

"***Eligible Holder***" means a Limited Partner whose (a) U.S. federal income tax status would not, in the determination of the General Partner, have the material adverse effect described in Section 4.9(a)(i) or (b) nationality, citizenship or other related status would not, in the determination of the General Partner, create a substantial risk of cancellation or forfeiture as described in Section 4.9(a)(ii).

"***Eligibility Certificate***" has the meaning given such term in Section 4.9(b).

"***Estimated Incremental Quarterly Tax Amount***" has the meaning given such term in Section 6.9.

"***Event Issue Value***" means, with respect to any Common Unit as of any date of determination, (i) in the case of a Revaluation Event that includes the issuance of Common Units pursuant to a public offering and solely for cash, the price paid for such Common Units (before deduction for any underwriters' discounts and commissions), or (ii) in the case of any other Revaluation Event, the Closing Price of the Common Units on the date of such Revaluation Event or, if the General Partner determines that a value for the Common Unit other than such Closing Price more accurately reflects the Event Issue Value, the value determined by the General Partner.

"***Event of Withdrawal***" has the meaning given such term in Section 11.1(a).

"***Excess Additional Book Basis***" has the meaning given such term in the definition of "Additional Book Basis Derivative Items."

"***Excess Distribution***" has the meaning given such term in Section 6.1(d)(iii)(A).

"***Excess Distribution Unit***" has the meaning given such term in Section 6.1(d)(iii)(A).

"***Exchange Act***" means the Securities Exchange Act of 1934, as amended, supplemented or restated from time to time, and any successor to such statute.

"***Expansion Capital Expenditures***" means cash expenditures for Acquisitions or Capital Improvements. Expansion Capital Expenditures shall include interest (including periodic net payments under related interest rate swap agreements) and related fees paid during the Construction Period on Construction Debt. Where cash expenditures are made in part for Expansion Capital Expenditures and in part for other purposes, the General Partner shall determine the allocation between the amounts paid for each.

"***Final Subordinated Units***" has the meaning given such term in Section 6.1(d)(x)(A).

"***First Liquidation Target Amount***" has the meaning given such term in Section 6.1(c)(i)(D).

"***First Target Distribution***" means $0.3450 per Unit per Quarter (or, with respect to the period commencing on the Closing Date and ending on June 30, 2017, it means the product of $0.3450 multiplied by a fraction, the numerator of which is the number of days in such period and the denominator of which is 92), subject to adjustment in accordance with Sections 5.11, 6.6 and 6.9.

"***Fully Diluted Weighted Average Basis***" means, when calculating the number of Outstanding Units for any period, a basis that includes (a) the weighted average number of Outstanding Units during such period plus (b) all Partnership Interests and Derivative Partnership Interests (i) that are convertible into or exercisable or exchangeable for Units or for which Units are issuable, in each case that are senior to or pari passu with the Subordinated Units, (ii) whose conversion, exercise or exchange price, if any, is less than the Current Market Price on the date of such calculation, (iii) that may be converted into or exercised or exchanged for such Units prior to or during the Quarter immediately following the end of the period for which the calculation is being made without the satisfaction of any contingency beyond the control of the holder other than the payment of consideration and the compliance with administrative mechanics applicable to such conversion, exercise or exchange and (iv) that were not converted into or exercised or exchanged for such Units during the period for which the calculation is being made; *provided, however,* that for purposes of determining the number of Outstanding Units on a Fully Diluted Weighted Average Basis when calculating whether the Subordination Period has ended or Subordinated Units are entitled to convert into Common Units pursuant to Section 5.7, such Partnership Interests and Derivative Partnership Interests shall be deemed to have been Outstanding Units only for the four Quarters that comprise the last four Quarters of the measurement period; *provided further,* that if consideration will be paid to any Group Member in connection with such conversion, exercise or exchange, the number of Units to be included in such calculation shall be that number equal to the difference between (x) the number of Units issuable upon such conversion, exercise or exchange and (y) the number of Units that such consideration would purchase at the Current Market Price.

"***Gathering Opco***" means Hess North Dakota Pipelines Operations LP, a Delaware limited partnership.

"***General Partner***" means GP LP, and its successors and permitted assigns that are admitted to the Partnership as general partner of the Partnership, in its capacity as general partner of the Partnership (except as the context otherwise requires).

"***General Partner Interest***" means the equity interest of the General Partner in the Partnership (in its capacity as a general partner without reference to any Limited Partner Interest held by it), and includes any and all rights, powers and benefits to which the General Partner is entitled as provided in this Agreement, together with all obligations of the General Partner to comply with the terms and provisions of this Agreement. For purposes of determining the Percentage Interest attributable to the General Partner at any point in time, the General Partner Interest shall be deemed to be represented by a specific number of hypothetical limited partner units, and the Percentage Interest attributable to the General Partner Interest shall equal the ratio of the number of such hypothetical limited partner units to the sum of the total number of Units and the number of hypothetical limited partner units. After giving effect to the Initial Public Offering, including any exercise of the Over-Allotment Option and the Deferred Issuance, the Percentage Interest attributable to the General Partner Interest shall be 2%, which for the purposes of this definition equates to 1,113,455 hypothetical limited partner units. In connection with the issuance of additional Limited Partner Interests by the Partnership as described in Section 5.2(b), (i) if the General Partner makes additional Capital Contributions as contemplated by Section 5.2(b), the number of hypothetical limited partner units represented by the General Partner Interest shall be increased as necessary to maintain the Percentage Interest attributable to the General Partner Interest at the level it was immediately prior to such issuance and (ii) if the General Partner does not make additional Capital Contributions as contemplated by Section 5.2(b), the number of hypothetical limited partner units represented by the General Partner Interest shall stay the same, which shall result in a reduction of the Percentage Interest attributable to the General Partner Interest.

"***GIP***" means GIP II Blue Holding Partnership, L.P., a Delaware limited partnership.

"***GP LLC***" means Hess Midstream Partners GP LLC, a Delaware limited liability company.

"***Gross Liability Value***" means, with respect to any Liability of the Partnership described in Treasury Regulation Section 1.752-7(b)(3)(i), the amount of cash that a willing assignor would pay to a willing assignee to assume such Liability in an arm's-length transaction.

"***Group***" means two or more Persons that, with or through any of their respective Affiliates or Associates, have any contract, arrangement, understanding or relationship for the purpose of acquiring, holding, voting (except voting pursuant to a revocable proxy or consent given to such Person in response to a proxy or consent solicitation made to 10 or more Persons), exercising investment power over or disposing of any Partnership Interests.

"***Group Member***" means a member of the Partnership Group.

"***Group Member Agreement***" means the partnership agreement of any Group Member, other than the Partnership, that is a limited or general partnership, the limited liability company agreement of any Group Member that is a limited liability company, the certificate of

incorporation and bylaws or similar organizational documents of any Group Member that is a corporation, the joint venture agreement or similar governing document of any Group Member that is a joint venture and the governing or organizational or similar documents of any other Group Member that is a Person other than a limited or general partnership, limited liability company, corporation or joint venture, in each case, as such may be amended, supplemented or restated from time to time.

"***Hedge Contract***" means any exchange, swap, forward, cap, floor, collar, option or other similar agreement or arrangement entered into for the purpose of reducing the exposure of a Group Member to fluctuations in interest rates, the price of hydrocarbons, basis differentials or currency exchange rates in their operations or financing activities and not for speculative purposes.

"***Hess***" means Hess Corporation, a Delaware corporation.

"***HINDL***" means Hess Investments North Dakota LLC, a Delaware limited liability company.

"***HIP***" means Hess Infrastructure Partners LP, a Delaware limited partnership.

"***Holder***" means any of the following:

(a) the General Partner who is the Record Holder of Registrable Securities;

(b) any Affiliate of the General Partner who is the Record Holder of Registrable Securities (other than natural persons who are Affiliates of the General Partner by virtue of being officers, directors or employees of the General Partner or any of its Affiliates);

(c) any Person who has been the General Partner within the prior two years and who is the Record Holder of Registrable Securities;

(d) any Person who has been an Affiliate of the General Partner within the prior two years and who is the Record Holder of Registrable Securities (other than natural persons who were Affiliates of the General Partner by virtue of being officers, directors or employees of the General Partner or any of its Affiliates); and

(e) a transferee and current Record Holder of Registrable Securities to whom the transferor of such Registrable Securities, who was a Holder at the time of such transfer, assigns its rights and obligations under this Agreement; provided such transferee agrees in writing to be bound by the terms of this Agreement and provides its name and address to the Partnership promptly upon such transfer.

"***HTGP Opco***" means Hess TGP Operations LP, a Delaware limited partnership.

"***IDR Reset Common Units***" has the meaning given such term in Section 5.11(a).

"***IDR Reset Election***" has the meaning given such term in Section 5.11(a).

"***Incentive Distribution Right***" means a Limited Partner Interest having the rights and obligations specified with respect to Incentive Distribution Rights in this Agreement (and no other rights otherwise available to or other obligations of a holder of a Partnership Interest).

"***Incentive Distributions***" means any amount of cash distributed to the holders of the Incentive Distribution Rights pursuant to Sections 6.4(a)(v), (vi) and (vii) and 6.4(b)(iii), (iv) and (v).

"***Incremental Income Taxes***" has the meaning given such term in Section 6.9.

"***Indemnified Persons***" has the meaning given such term in Section 7.12(g).

"***Indemnitee***" means (a) the General Partner, (b) any Departing General Partner, (c) any Person who is or was an Affiliate of the General Partner or any Departing General Partner, (d) any Person who is or was a manager, managing member, general partner, director, officer, employee, agent, fiduciary or trustee of (i) any Group Member, the General Partner or any Departing General Partner or (ii) any Affiliate of any Group Member, the General Partner or any Departing General Partner or any of their respective Affiliates, (e) any Person who is or was serving at the request of the General Partner or any Departing General Partner or any of their respective Affiliates as a manager, managing member, general partner, director, officer, employee, agent, fiduciary or trustee of another Person owing a fiduciary duty to any Group Member; provided that a Person shall not be an Indemnitee by reason of providing, on a fee-for-services basis, trustee, fiduciary or custodial services, and (f) any Person the General Partner designates as an "Indemnitee" for purposes of this Agreement because such Person's status, service or relationship exposes such Person to potential claims, demands, actions, suits or proceedings relating to the Partnership Group's business and affairs.

"***Ineligible Holder***" has the meaning given such term in Section 4.9(c).

"***Initial Common Units***" means the Common Units sold in the Initial Public Offering.

"***Initial Limited Partners***" means HINDL and GIP (with respect to the Common Units and Subordinated Units received by them pursuant to Section 5.3(a)), the General Partner (with respect to the Incentive Distribution Rights received by it pursuant to Section 5.2(a)) and the IPO Underwriters upon the issuance by the Partnership of Common Units as described in Section 5.3(b) in connection with the Initial Public Offering, in their capacity as limited partners of the Partnership.

"***Initial Public Offering***" means the initial offering and sale of Common Units to the public (including the offer and sale of Common Units pursuant to the Over-Allotment Option), as described in the IPO Registration Statement.

"***Initial Unit Price***" means (a) with respect to the Common Units and the Subordinated Units, the initial public offering price per Common Unit at which the Common Units were first offered to the public for sale as set forth on the cover page of the IPO Prospectus or (b) with respect to any other class or series of Units, the price per Unit at which such class or series of Units is initially sold by the Partnership, as determined by the General Partner, in each case adjusted as the General Partner determines to be appropriate to give effect to any distribution, subdivision or combination of Units.

"***Interim Capital Transactions***" means the following transactions if they occur prior to the Liquidation Date: (a) borrowings, refinancings or refundings of indebtedness (other than Working Capital Borrowings and other than for items purchased on open account or for a deferred purchase price in the ordinary course of business) by any Group Member and sales of debt securities of any Group Member; (b) issuances of equity interests of any Group Member (including the Common Units sold to the IPO Underwriters in the Initial Public Offering) to anyone other than the Partnership Group; (c) sales or other voluntary or involuntary dispositions of any assets of any Group Member other than (i) sales or other dispositions of inventory, accounts receivable and other assets in the ordinary course of business and (ii) sales or other dispositions of assets as part of normal retirements or replacements; and (d) capital contributions received by a Group Member.

"***IPO Prospectus***" means the final prospectus relating to the Initial Public Offering dated April 4, 2017 and filed by the Partnership with the Commission pursuant to Rule 424 of the Securities Act on April 6, 2017.

"***IPO Registration Statement***" means the Registration Statement on Form S-1 (File No. 333-198896), as it has been or as it may be amended or supplemented from time to time, filed by the Partnership with the Commission under the Securities Act to register the offering and sale of the Common Units in the Initial Public Offering.

"***IPO Underwriter***" means each Person named as an underwriter in Schedule I to the IPO Underwriting Agreement who purchases Common Units pursuant thereto.

"***IPO Underwriting Agreement***" means that certain Underwriting Agreement dated as of April 4, 2017 by and among the IPO Underwriters, the Partnership, the General Partner, GP LLC and HIP providing for the purchase of Common Units by the IPO Underwriters.

"***Liability***" means any liability or obligation of any nature, whether accrued, contingent or otherwise.

"***Limited Partner***" means, unless the context otherwise requires, each Initial Limited Partner, each additional Person that becomes a Limited Partner pursuant to the terms of this Agreement and any Departing General Partner upon the change of its status from General Partner to Limited Partner pursuant to Section 11.3, in each case, in such Person's capacity as a limited partner of the Partnership.

"***Limited Partner Interest***" means an equity interest of a Limited Partner in the Partnership, which may be evidenced by Common Units, Subordinated Units, Incentive Distribution Rights or other Partnership Interests or a combination thereof (but excluding Derivative Partnership Interests), and includes any and all benefits to which such Limited Partner is entitled as provided in this Agreement, together with all obligations of such Limited Partner pursuant to the terms and provisions of this Agreement.

"***Liquidation Date***" means (a) in the case of an event giving rise to the dissolution of the Partnership of the type described in clauses (a) and (d) of the third sentence of Section 12.1, the date on which the applicable time period during which the holders of Outstanding Units have the right to elect to continue the business of the Partnership has expired without such an election being made and (b) in the case of any other event giving rise to the dissolution of the Partnership, the date on which such event occurs.

"***Liquidation Gain***" has the meaning set forth in the definition of Net Termination Gain.

"***Liquidation Loss***" has the meaning set forth in the definition of Net Termination Loss.

"***Liquidator***" means one or more Persons selected pursuant to Section 12.3 to perform the functions described in Section 12.4 as liquidating trustee of the Partnership within the meaning of the Delaware Act.

"***Logistics Opco***" means Hess North Dakota Export Logistics Operations LP, a Delaware limited partnership.

"***Maintenance Capital Expenditure***" means cash expenditures (including expenditures for the construction of new capital assets or the replacement, improvement or expansion of existing capital assets) by a Group Member made to maintain, over the long term, the operating capacity, operating income or revenue of the Partnership Group. For purposes of this definition, "long term" generally refers to a period of time greater than twelve months.

"***Mentor Holdings***" means Hess Mentor Storage Holdings LLC, a Delaware limited liability company.

"***Merger Agreement***" has the meaning given such term in Section 14.1.

"***Minimum Quarterly Distribution***" means $0.30 per Unit per Quarter (or with respect to the period commencing on the Closing Date and ending on June 30, 2017 it means the product of $0.30 multiplied by a fraction, the numerator of which is the number of days in such period and the denominator of which is 92), subject to adjustment in accordance with Sections 5.11, 6.6 and 6.9.

"***National Securities Exchange***" means an exchange registered with the Commission under Section 6(a) of the Exchange Act (or any successor to such Section).

"***Net Agreed Value***" means, (a) in the case of any Contributed Property, the Agreed Value of such Contributed Property reduced by any Liabilities either assumed by the Partnership upon such contribution or to which such Contributed Property is subject when contributed and (b) in the case of any property distributed to a Partner by the Partnership, the Partnership's Carrying Value of such property (as adjusted pursuant to Section 5.5(d)(ii)) at the time such property is distributed, reduced by any Liabilities either assumed by such Partner upon such distribution or to which such property is subject at the time of distribution.

"***Net Income***" means, for any taxable period, the excess, if any, of the Partnership's items of income and gain (other than those items taken into account in the computation of Net Termination Gain or Net Termination Loss) for such taxable period over the Partnership's items of loss and deduction (other than those items taken into account in the computation of Net Termination Gain or Net Termination Loss) for such taxable period. The items included in the calculation of Net Income shall be determined in accordance with Section 5.5 and shall not include any items specially allocated under Section 6.1(d); *provided*, that the determination of the items that have been specially allocated under Section 6.1(d) shall be made without regard to any reversal of such items under Section 6.1(d)(xii).

"***Net Loss***" means, for any taxable period, the excess, if any, of the Partnership's items of loss and deduction (other than those items taken into account in the computation of Net Termination Gain or Net Termination Loss) for such taxable period over the Partnership's items of income and gain (other than those items taken into account in the computation of Net Termination Gain or Net Termination Loss) for such taxable period. The items included in the calculation of Net Loss shall be determined in accordance with Section 5.5 but shall not include any items specially allocated under Section 6.1(d); *provided, however,* that the determination of the items that have been specially allocated under Section 6.1(d) shall be made without regard to any reversal of such items under Section 6.1(d)(xii).

"***Net Positive Adjustments***" means, with respect to any Partner, the excess, if any, of the total positive adjustments over the total negative adjustments made to the Capital Account of such Partner pursuant to Book-Up Events and Book-Down Events.

"***Net Termination Gain***" means, as applicable, (a) the sum, if positive, of all items of income, gain, loss or deduction (determined in accordance with Section 5.5) that are recognized (i) after the Liquidation Date ("***Liquidation Gain***") or (ii) upon the sale, exchange or other disposition of all or substantially all of the assets of the Partnership Group, taken as a whole, in a single transaction or a series of related transactions (excluding any disposition to a member of the Partnership Group) ("***Sale Gain***"), or (b) the excess, if any, of the aggregate amount of Unrealized Gain over the aggregate amount of Unrealized Loss deemed recognized by the Partnership pursuant to Section 5.5(d) on the date of a Revaluation Event ("***Revaluation Gain***"); *provided*, *however*, the items included in the determination of Net Termination Gain shall not include any items of income, gain or loss specially allocated under Section 6.1(d); and *provided*, *further*, that Sale Gain and Revaluation Gain shall not include any items of income, gain, loss or deduction that are recognized during any portion of the taxable period during which such Sale Gain or Revaluation Gain occurs.

"***Net Termination Loss***" means, as applicable, (a) the sum, if negative, of all items of income, gain, loss or deduction (determined in accordance with Section 5.5) that are recognized (i) after the Liquidation Date ("***Liquidation Loss***") or (ii) upon the sale, exchange or other disposition of all or substantially all of the assets of the Partnership Group, taken as a whole, in a single transaction or a series of related transactions (excluding any disposition to a member of the Partnership Group) ("***Sale Loss***"), or (b) the excess, if any, of the aggregate amount of Unrealized Loss over the aggregate amount of Unrealized Gain deemed recognized by the Partnership pursuant to Section 5.5(d) on the date of a Revaluation Event("***Revaluation Loss***");

provided, *however*, items included in the determination of Net Termination Loss shall not include any items of income, gain or loss specially allocated under Section 6.1(d); and *provided*, *further*, that Sale Loss and Revaluation Loss shall not include any items of income, gain, loss or deduction that are recognized during any portion of the taxable period during which such Sale Loss or Revaluation Loss occurs.

"***Noncompensatory Option***" has the meaning set forth in Treasury Regulation Section 1.721-2(f).

"***Nonrecourse Built-in Gain***" means with respect to any Contributed Properties or Adjusted Properties that are subject to a mortgage or pledge securing a Nonrecourse Liability, the amount of any taxable gain that would be allocated to the Partners pursuant to Section 6.2(b) if such properties were disposed of in a taxable transaction in full satisfaction of such liabilities and for no other consideration.

"***Nonrecourse Deductions***" means any and all items of loss, deduction or expenditure (including any expenditure described in Section 705(a)(2)(B) of the Code) that, in accordance with the principles of Treasury Regulation Section 1.704-2(b), are attributable to a Nonrecourse Liability.

"***Nonrecourse Liability***" has the meaning set forth in Treasury Regulation Section 1.752-1(a)(2).

"***Notice***" means a written request from a Holder pursuant to Section 7.12 which shall (a) specify the Registrable Securities intended to be registered, offered and sold by such Holder, (b) describe the nature or method of the proposed offer and sale of Registrable Securities, and (c) contain the undertaking of such Holder to provide all such information and materials and take all action as may be required or appropriate in order to permit the Partnership to comply with all applicable requirements and obligations in connection with the registration and disposition of such Registrable Securities pursuant to Section 7.12.

"***Notice of Election to Purchase***" has the meaning given such term in Section 16.1(b).

"***Omnibus Agreement***" means that certain Omnibus Agreement, dated as of April 10, 2017, by and among Hess, the Partnership, the General Partner, GP LLC, HIP, Hess Infrastructure Partners GP LLC, a Delaware limited liability company, Gathering Opco, Hess North Dakota Pipelines GP LLC, a Delaware limited liability company, HTGP Opco, Logistics Opco, Hess TGP GP LLC, a Delaware limited liability company, and Hess North Dakota Export Logistics GP LLC, a Delaware limited liability company, as such agreement may be amended, supplemented or restated from time to time.

"***Operating Expenditures***" means all Partnership Group cash expenditures (or the Partnership's proportionate share of expenditures in the case of Subsidiaries that are not wholly owned), including taxes, compensation of employees, officers and directors of the General Partner, reimbursement of expenses of the General Partner and its Affiliates, debt service payments, Maintenance Capital Expenditures, repayment of Working Capital Borrowings and

payments made in the ordinary course of business under any Hedge Contracts, subject to the following:

(a) repayments of Working Capital Borrowings deducted from Operating Surplus pursuant to clause (b)(iii) of the definition of "Operating Surplus" shall not constitute Operating Expenditures when actually repaid;

(b) payments (including prepayments and prepayment penalties) of principal of and premium on indebtedness other than Working Capital Borrowings shall not constitute Operating Expenditures;

(c) Operating Expenditures shall not include (i) Expansion Capital Expenditures, (ii) payment of transaction expenses (including taxes) relating to Interim Capital Transactions, (iii) distributions to Partners, (iv) repurchases of Partnership Interests, other than repurchases of Partnership Interests by the Partnership to satisfy obligations under employee benefit plans or reimbursement of expenses of the General Partner for purchases of Partnership Interests by the General Partner to satisfy obligations under employee benefit plans, or (v) any other expenditures or payments using the proceeds of the Initial Public Offering as described under "Use of Proceeds" in the IPO Registration Statement; and

(d) (i) amounts paid in connection with the initial purchase of a Hedge Contract shall be amortized over the life of such Hedge Contract and (ii) payments made in connection with the termination of any Hedge Contract prior to the expiration of its scheduled settlement or termination date shall be included in equal quarterly installments over the remaining scheduled life of such Hedge Contract.

"***Operating Surplus***" means, with respect to any period ending prior to the Liquidation Date, on a cumulative basis and without duplication,

(a) the sum of (i) $65.0 million, (ii) all cash receipts of the Partnership Group (or the Partnership's proportionate share of cash receipts in the case of Subsidiaries that are not wholly owned) for the period beginning on the Closing Date and ending on the last day of such period, but excluding cash receipts from Interim Capital Transactions and the termination of Hedge Contracts (provided that cash receipts from the termination of a Hedge Contract prior to its scheduled settlement or termination date shall be included in Operating Surplus in equal quarterly installments over the remaining scheduled life of such Hedge Contract), (iii) all cash receipts of the Partnership Group (or the Partnership's proportionate share of cash receipts in the case of Subsidiaries that are not wholly owned) after the end of such period but on or before the date of determination of Operating Surplus with respect to such period resulting from Working Capital Borrowings and (iv) the amount of cash distributions from Operating Surplus paid during the Construction Period (including incremental Incentive Distributions) on Construction Equity, *less*

(b) the sum of (i) Operating Expenditures for the period beginning on the Closing Date and ending on the last day of such period, (ii) the amount of cash reserves (or the Partnership's proportionate share of cash reserves in the case of Subsidiaries that are not wholly owned) established by the General Partner to provide funds for future Operating Expenditures,

and (iii) all Working Capital Borrowings not repaid within twelve months after having been incurred, or repaid within such 12-month period with the proceeds of additional Working Capital Borrowings; *provided, however,* that disbursements made (including contributions to a Group Member or disbursements on behalf of a Group Member) or cash reserves established, increased or reduced after the end of such period but on or before the date of determination of Available Cash with respect to such period shall be deemed to have been made, established, increased or reduced, for purposes of determining Operating Surplus, within such period if the General Partner so determines.

Notwithstanding the foregoing, "Operating Surplus" with respect to the Quarter in which the Liquidation Date occurs and any subsequent Quarter shall equal zero.

"***Opinion of Counsel***" means a written opinion of counsel (who may be regular counsel to the Partnership or the General Partner or any of its Affiliates) acceptable to the General Partner or to such other person selecting such counsel or obtaining such opinion.

"***Option Closing Date***" means the date or dates on which any Common Units are sold by the Partnership to the IPO Underwriters upon exercise of the Over-Allotment Option.

"***Organizational Limited Partner***" means Midstream Holdings in its capacity as the organizational limited partner of the Partnership pursuant to this Agreement.

"***Outstanding***" means, with respect to Partnership Interests, all Partnership Interests that are issued by the Partnership and reflected as outstanding on the Partnership Register as of the date of determination; *provided, however,* that if at any time any Person or Group (other than the General Partner or its Affiliates) beneficially owns 20% or more of the Outstanding Partnership Interests of any class, all Partnership Interests owned by or for the benefit of such Person or Group shall not be entitled to be voted on any matter and shall not be considered to be Outstanding when sending notices of a meeting of Limited Partners to vote on any matter (unless otherwise required by law), calculating required votes, determining the presence of a quorum or for other similar purposes under this Agreement, except that Partnership Interests so owned shall be considered to be Outstanding for purposes of Section 11.1(b)(iv) (such Partnership Interests shall not, however, be treated as a separate class of Partnership Interests for purposes of this Agreement or the Delaware Act); *provided further,* that the foregoing limitation shall not apply to (i) any Person or Group who acquired 20% or more of the Outstanding Partnership Interests of any class directly from the General Partner or its Affiliates (other than the Partnership), (ii) any Person or Group who acquired 20% or more of the Outstanding Partnership Interests of any class directly or indirectly from a Person or Group described in clause (i), provided that, upon or prior to such acquisition, the General Partner shall have notified such Person or Group in writing that such limitation shall not apply, or (iii) any Person or Group who acquired 20% or more of any Partnership Interests issued by the Partnership with the prior approval of the Board of Directors; *provided further, however,* that Restricted Common Units shall not be treated as Outstanding for purposes of Section 6.1.

"***Over-Allotment Option***" means the option to purchase additional Common Units granted to the IPO Underwriters by the Partnership pursuant to the IPO Underwriting Agreement.

"***Partner Nonrecourse Debt***" has the meaning set forth in Treasury Regulation Section 1.704-2(b)(4).

"***Partner Nonrecourse Debt Minimum Gain***" has the meaning set forth in Treasury Regulation Section 1.704-2(i)(2).

"***Partner Nonrecourse Deductions***" means any and all items of loss, deduction or expenditure (including any expenditure described in Section 705(a)(2)(B) of the Code) that, in accordance with the principles of Treasury Regulation Section 1.704-2(i), are attributable to a Partner Nonrecourse Debt.

"***Partners***" means the General Partner and the Limited Partners.

"***Partnership***" means Hess Midstream Partners LP, a Delaware limited partnership, and any successor thereto.

"***Partnership Group***" means, collectively, the Partnership and its Subsidiaries.

"***Partnership Interest***" means any equity interest, including any class or series of equity interest, in the Partnership, which shall include any Limited Partner Interests and the General Partner Interest but shall exclude any Derivative Partnership Interests.

"***Partnership Minimum Gain***" means that amount determined in accordance with the principles of Treasury Regulation Sections 1.704-2(b)(2) and 1.704-2(d).

"***Partnership Register***" means a register maintained on behalf of the Partnership by the General Partner, or, if the General Partner so determines, by the Transfer Agent as part of the Transfer Agent's books and transfer records, with respect to each class of Partnership Interests in which all Record Holders and transfers of such class of Partnership Interests are registered or otherwise recorded.

"***Per Unit Capital Amount***" means, as of any date of determination, the Capital Account, stated on a per Unit basis, underlying any Unit held by a Person other than the General Partner or any Affiliate of the General Partner who holds Units.

"***Percentage Interest***" means, as of any date of determination, (a) as to the General Partner, the Percentage Interest attributable to the General Partner as determined pursuant to the definition of "General Partner Interest" above and (b) as to any Unitholder with respect to Units, the product obtained by multiplying (i) 100% less the Percentage Interest attributable to the General Partner Interest and the percentage applicable to clause (c) below by (ii) the quotient obtained by dividing (A) the number of Units held by such Unitholder by (B) the total number of Outstanding Units and (c) as to the holders of other Partnership Interests issued by the Partnership in accordance with Section 5.6, the percentage calculated in accordance with the method established as a part of such issuance. The Percentage Interest with respect to an Incentive Distribution Right shall at all times be zero.

"***Person***" means an individual or a corporation, firm, limited liability company, partnership, joint venture, trust, estate, unincorporated organization, association, government agency or political subdivision thereof or other entity.

"***Plan of Conversion***" has the meaning given such term in Section 14.1.

"***Privately Placed Units***" means any Common Units issued for cash or property other than pursuant to a public offering.

"***Pro Rata***" means (a) when used with respect to Units or any class thereof, apportioned among all designated Units in accordance with their relative Percentage Interests, (b) when used with respect to Partners or Record Holders, apportioned among all Partners or Record Holders in accordance with their relative Percentage Interests, (c) when used with respect to holders of Incentive Distribution Rights, apportioned among all holders of Incentive Distribution Rights in accordance with the relative number or percentage of Incentive Distribution Rights held by each such holder, and (d) when used with respect to Holders who have requested to include Registrable Securities in a Registration Statement pursuant to Section 7.12(a) or 7.12(b), apportioned among all such Holders in accordance with the relative number of Registrable Securities held by each such holder and included in the Notice relating to such request.

"***Purchase Date***" means the date determined by the General Partner as the date for purchase of all Outstanding Limited Partner Interests of a certain class (other than Limited Partner Interests owned by the General Partner and its Affiliates) pursuant to Article XV.

"***Quarter***" means, unless the context requires otherwise, a fiscal quarter of the Partnership, or, with respect to the fiscal quarter of the Partnership in which the Closing Date occurs, the portion of such fiscal quarter after the Closing Date.

"***Rate Eligibility Trigger***" has the meaning given such term in Section 4.9(a)(i).

"***Recapture Income***" means any gain recognized by the Partnership (computed without regard to any adjustment required by Section 734 or Section 743 of the Code) upon the disposition of any property or asset of the Partnership, which gain is characterized as ordinary income because it represents the recapture of deductions previously taken with respect to such property or asset.

"***Record Date***" means the date established by the General Partner or otherwise in accordance with this Agreement for determining (a) the identity of the Record Holders entitled to receive notice of, or entitled to exercise rights in respect of, any lawful action of Limited Partners (including voting) or (b) the identity of Record Holders entitled to receive any report or distribution or to participate in any offer.

"***Record Holder***" means (a) with respect to any class of Partnership Interests for which a Transfer Agent has been appointed, the Person in whose name a Partnership Interest of such

class is registered on the books of the Transfer Agent as of the Partnership's close of business on a particular Business Day or (b) with respect to other classes of Partnership Interests, the Person in whose name any such other Partnership Interest is registered in the Partnership Register as of the Partnership's close of business on a particular Business Day.

"***Redeemable Interests***" means any Partnership Interests for which a redemption notice has been given, and has not been withdrawn, pursuant to Section 4.9.

"***Registrable Security***" means any Partnership Interest other than the General Partner Interest; *provided*, *however*, that any Registrable Security shall cease to be a Registrable Security: (a) at the time a Registration Statement covering such Registrable Security is declared effective by the Commission or otherwise becomes effective under the Securities Act, and such Registrable Security has been sold or disposed of pursuant to such Registration Statement; (b) at the time such Registrable Security may be disposed of pursuant to Rule 144 (or any successor or similar rule or regulation under the Securities Act); (c) when such Registrable Security is held by a Group Member; and (d) at the time such Registrable Security has been sold in a private transaction in which the transferor's rights under Section 7.12 of this Agreement have not been assigned to the transferee of such securities.

"***Registration Rights Agreement***" means that certain Registration Rights Agreement of even date herewith among the Partnership, the General Partner and the other parties thereto.

"***Registration Statement***" has the meaning given such term in Section 7.12(a) of this Agreement.

"***Remaining Net Positive Adjustments***" means, as of the end of any taxable period, (a) with respect to the Unitholders holding Common Units or Subordinated Units, the excess of (i) the Net Positive Adjustments of the Unitholders holding Common Units or Subordinated Units as of the end of such period over (ii) the sum of those Unitholders' Share of Additional Book Basis Derivative Items for each prior taxable period, (b) with respect to the General Partner (as holder of the General Partner Interest), the excess of (i) the Net Positive Adjustments of the General Partner as of the end of such period over (ii) the sum of the General Partner's Share of Additional Book Basis Derivative Items with respect to the General Partner Interest for each prior taxable period, and (c) with respect to the holders of Incentive Distribution Rights, the excess of (i) the Net Positive Adjustments of the holders of Incentive Distribution Rights as of the end of such period over (ii) the sum of the Share of Additional Book Basis Derivative Items of the holders of the Incentive Distribution Rights for each prior taxable period.

"***Required Allocations***" means any allocation of an item of income, gain, loss or deduction pursuant to Section 6.1(d)(i), Section 6.1(d)(ii), Section 6.1(d)(iv), Section 6.1(d)(v), Section 6.1(d)(vi), Section 6.1(d)(vii) or Section 6.1(d)(ix).

"***Reset MQD***" has the meaning given such term in Section 5.11(e).

"***Reset Notice***" has the meaning given such term in Section 5.11(b).

"***Restricted Common Unit***" means a Common Unit that was granted to the holder thereof in connection with such holder's performance of services for the Partnership and (i) that remains subject to a "substantial risk of forfeiture" within the meaning of Section 83 of the Code and (ii) with respect to which no election was made pursuant to Section 83(b) of the Code. As set forth in the final proviso in the definition of "Outstanding," Restricted Common Units are not treated as Outstanding for purposes of Section 6.1. Upon the lapse of the "substantial risk of forfeiture" with respect to a Restricted Common Unit, for U.S. federal income tax purposes such Common Unit will be treated as having been newly issued in consideration for the performance of services and will thereafter be considered to be Outstanding for purposes of Section 6.1.

"***Revaluation Event***" means an event that results in adjustment of the Carrying Value of each Partnership property pursuant to Section 5.5(d).

"***Revaluation Gain***" has the meaning set forth in the definition of Net Termination Gain.

"***Revaluation Loss***" has the meaning set forth in the definition of Net Termination Loss.

"***Sale Gain***" has the meaning set forth in the definition of Net Termination Gain.

"***Sale Loss***" has the meaning set forth in the definition of Net Termination Loss.

"***Second Liquidation Target Amount***" has the meaning given such term in Section 6.1(c)(i)(E).

"***Second Target Distribution***" means $0.3750 per Unit per Quarter (or, with respect to the period commencing on the Closing Date and ending on June 30, 2017 it means the product of $0.3750 multiplied by a fraction, the numerator of which is equal to the number of days in such period and the denominator of which is 92), subject to adjustment in accordance with Section 5.11, Section 6.6 and Section 6.9.

"***Secondment Agreement***" means that certain Employee Secondment Agreement, dated as of April 10, 2017 by and among the General Partner, GP LLC, Hess Trading Corporation, a Delaware corporation, and Hess, as such agreement may be amended, supplemented or restated from time to time.

"***Securities Act***" means the Securities Act of 1933, as amended, supplemented or restated from time to time, and any successor to such statute.

"***Selling Holder***" means a Holder who is selling Registrable Securities pursuant to the procedures in Section 7.12 of this Agreement.

"***Share of Additional Book Basis Derivative Items"*** means in connection with any allocation of Additional Book Basis Derivative Items for any taxable period, (a) with respect to the Unitholders holding Common Units or Subordinated Units, the amount that bears the same ratio to such Additional Book Basis Derivative Items as the Unitholders' Remaining Net Positive Adjustments as of the end of such taxable period bear to the Aggregate Remaining Net Positive Adjustments as of that time, (b) with respect to the General Partner (as holder of the General

Partner Interest), the amount that bears the same ratio to such Additional Book Basis Derivative Items as the General Partner's Remaining Net Positive Adjustments as of the end of such taxable period bear to the Aggregate Remaining Net Positive Adjustment as of that time, and (c) with respect to the Partners holding Incentive Distribution Rights, the amount that bears the same ratio to such Additional Book Basis Derivative Items as the Remaining Net Positive Adjustments of the Partners holding the Incentive Distribution Rights as of the end of such taxable period bear to the Aggregate Remaining Net Positive Adjustments as of that time.

"***Special Approval***" means approval by a majority of the members of the Conflicts Committee acting in good faith.

"***Subordinated Unit***" means a Limited Partner Interest having the rights and obligations specified with respect to Subordinated Units in this Agreement. The term "Subordinated Unit" does not include a Common Unit. A Subordinated Unit that is convertible into a Common Unit shall not constitute a Common Unit until such conversion occurs.

"***Subordination Period***" means the period commencing on the Closing Date and expiring on the first to occur of the following dates:

(a) the first Business Day following the distribution of Available Cash to Partners pursuant to Section 6.3(a) in respect of any Quarter beginning with the Quarter ending June 30, 2020 in respect of which (i) (A) distributions of Available Cash from Operating Surplus on each of the Outstanding Common Units and Subordinated Units, the General Partner Interest and any other Outstanding Units that are senior or equal in right of distribution to the Subordinated Units, in each case with respect to each of the three consecutive, non-overlapping four-Quarter periods immediately preceding such date equaled or exceeded the sum of the Minimum Quarterly Distribution on all Outstanding Common Units and Subordinated Units, the General Partner Interest and any other Outstanding Units that are senior or equal in right of distribution to the Subordinated Units, in each case in respect of such periods and (B) the Adjusted Operating Surplus for each of the three consecutive, non-overlapping four-Quarter periods immediately preceding such date equaled or exceeded the sum of the Minimum Quarterly Distribution on all of the Common Units, Subordinated Units, the General Partner Interest and any other Units that are senior or equal in right of distribution to the Subordinated Units, in each case that were Outstanding during such periods on a Fully Diluted Weighted Average Basis, and (ii) there are no Cumulative Common Unit Arrearages; or

(b) the first Business Day following the distribution of Available Cash to Partners pursuant to Section 6.3(a) in respect of any Quarter beginning with the Quarter ending June 30, 2018 in respect of which (i) (A) distributions of Available Cash from Operating Surplus on each of the Outstanding Common Units and Subordinated Units, the General Partner Interest and any other Outstanding Units that are senior or equal in right of distribution to the Subordinated Units, in each case with respect to the four-Quarter period immediately preceding such date equaled or exceeded 150% of the Minimum Quarterly Distribution on all of the Outstanding Common Units and Subordinated Units, the General Partner Interest and any other Outstanding Units that are senior or equal in right of distribution to the Subordinated Units, in each case in respect of such period, and (B) the Adjusted Operating Surplus for the four-Quarter

period immediately preceding such date equaled or exceeded 150% of the sum of the Minimum Quarterly Distribution on all of the Common Units and Subordinated Units, the General Partner Interest and any other Units that are senior or equal in right of distribution to the Subordinated Units, in each case that were Outstanding during such period on a Fully Diluted Weighted Average Basis, plus the corresponding Incentive Distributions and (ii) there are no Cumulative Common Unit Arrearages.

"***Subsidiary***" means, with respect to any Person, (a) a corporation of which more than 50% of the voting power of shares entitled (without regard to the occurrence of any contingency) to vote in the election of directors or other governing body of such corporation is owned, directly or indirectly, at the date of determination, by such Person, by one or more Subsidiaries of such Person or a combination thereof, (b) a partnership (whether general or limited) in which such Person or a Subsidiary of such Person is, at the date of determination, a general or limited partner of such partnership, but only if more than 50% of the general partner interests of such partnership is owned, directly or indirectly, at the date of determination, by such Person, by one or more Subsidiaries of such Person or a combination thereof; or (c) any other Person (other than a corporation or a partnership) in which such Person, one or more Subsidiaries of such Person, or a combination thereof, directly or indirectly, at the date of determination, has (i) at least a majority ownership interest or (ii) the power to elect or direct the election of a majority of the directors or other governing body of such Person.

"***Surviving Business Entity***" has the meaning given such term in Section 14.2(b).

"***Target Distributions***" means, collectively, the First Target Distribution, Second Target Distribution and Third Target Distribution.

"***Third Target Distribution***" means $0.4500 per Unit per Quarter (or, with respect to the period commencing on the Closing Date and ending on June 30, 2017, it means the product of $0.4500 multiplied by a fraction, the numerator of which is equal to the number of days in such period and the denominator of which is 92), subject to adjustment in accordance with Sections 5.11, 6.6 and 6.9.

"***Trading Day***" means a day on which the principal National Securities Exchange on which the referenced Partnership Interests of any class are listed or admitted for trading is open for the transaction of business or, if such Partnership Interests are not listed or admitted for trading on any National Securities Exchange, a day on which banking institutions in New York City are not legally required to be closed.

"***Transaction Documents***" has the meaning given such term in Section 7.1(b).

"***transfer***" has the meaning given such term in Section 4.4(a).

"***Transfer Agent***" means such bank, trust company or other Person (including the General Partner or one of its Affiliates) as may be appointed from time to time by the General Partner to act as registrar and transfer agent for any class of Partnership Interests in accordance with the Exchange Act and the rules of the National Securities Exchange on which such Partnership Interests are listed or admitted to trading (if any); *provided*, *however*, that, if no such Person is appointed as registrar and transfer agent for any class of Partnership Interests, the General Partner shall act as registrar and transfer agent for such class of Partnership Interests.

"Treasury Regulation" means the United States Treasury regulations promulgated under the Code.

"***Underwritten Offering***" means (a) an offering pursuant to a Registration Statement in which Partnership Interests are sold to an underwriter on a firm commitment basis for reoffering to the public (other than the Initial Public Offering), (b) an offering of Partnership Interests pursuant to a Registration Statement that is a "bought deal" with one or more investment banks, and (c) an "at-the-market" offering pursuant to a Registration Statement in which Partnership Interests are sold to the public through one or more investment banks or managers on a best efforts basis.

"***Unit***" means a Partnership Interest that is designated by the General Partner as a "Unit" and shall include Common Units and Subordinated Units but shall not include (i) hypothetical limited partner units representing the General Partner Interest or (ii) Incentive Distribution Rights.

"***Unit Majority***" means (i) during the Subordination Period, at least a majority of the Outstanding Common Units (excluding Common Units owned by the General Partner and its Affiliates), voting as a class, and at least a majority of the Outstanding Subordinated Units, voting as a class, and (ii) after the end of the Subordination Period, at least a majority of the Outstanding Common Units.

"***Unitholders***" means the Record Holders of Units.

"***Unpaid MQD***" has the meaning given such term in Section 6.1(c)(i)(B).

"***Unrealized Gain***" attributable to any item of Partnership property means, as of any date of determination, the excess, if any, of (a) the fair market value of such property as of such date (as determined under Section 5.5(d)) over (b) the Carrying Value of such property as of such date (prior to any adjustment to be made pursuant to Section 5.5(d) as of such date).

"***Unrealized Loss***" attributable to any item of Partnership property means, as of any date of determination, the excess, if any, of (a) the Carrying Value of such property as of such date (prior to any adjustment to be made pursuant to Section 5.5(d) as of such date) over (b) the fair market value of such property as of such date (as determined under Section 5.5(d)).

"***Unrecovered Initial Unit Price***" means at any time, with respect to a Unit, the Initial Unit Price less the sum of all distributions constituting Capital Surplus theretofore made in respect of an Initial Common Unit and any distributions of cash (or the Net Agreed Value of any distributions in kind) in connection with the dissolution and liquidation of the Partnership theretofore made in respect of an Initial Common Unit, adjusted as the General Partner determines to be appropriate to give effect to any distribution, subdivision or combination of such Units.

"***Unrestricted Person***" means (a) each Indemnitee, (b) each Partner, (c) each Person who is or was a member, partner, director, officer, employee or agent of any Group Member, a General Partner or any Departing General Partner or any Affiliate of any Group Member, a General Partner or any Departing General Partner and (d) any Person the General Partner designates as an "Unrestricted Person" for purposes of this Agreement from time to time.

"***U.S. GAAP***" means United States generally accepted accounting principles, as in effect from time to time, consistently applied.

"***Withdrawal Opinion of Counsel***" has the meaning given such term in Section 11.1(b).

"***Working Capital Borrowings***" means borrowings incurred pursuant to a credit facility, commercial paper facility or similar financing arrangement that are used solely for working capital purposes or to pay distributions to the Partners; provided that when such borrowings are incurred it is the intent of the borrower to repay such borrowings within 12 months from the date of such borrowings other than from additional Working Capital Borrowings.

Section 1.2 *Construction*. Unless the context requires otherwise: (a) any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa; (b) references to Articles and Sections refer to Articles and Sections of this Agreement; (c) the terms "include," "includes," "including" or words of like import shall be deemed to be followed by the words "without limitation"; and (d) the terms "hereof," "herein" or "hereunder" refer to this Agreement as a whole and not to any particular provision of this Agreement. The table of contents and headings contained in this Agreement are for reference purposes only, and shall not affect in any way the meaning or interpretation of this Agreement. The General Partner has the power to construe and interpret this Agreement and to act upon any such construction or interpretation. To the fullest extent permitted by law, any construction or interpretation of this Agreement by the General Partner and any action taken pursuant thereto and any determination made by the General Partner in good faith shall, in each case, be conclusive and binding on all Record Holders, each other Person or Group who acquires an interest in a Partnership Interest and all other Persons for all purposes.

ARTICLE II
ORGANIZATION

Section 2.1 *Formation*. GP LLC, as the initial general partner, and Hess, as the initial limited partner, previously formed the Partnership as a limited partnership pursuant to the provisions of the Delaware Act. On April 7, 2017, GP LLC, the General Partner, as the substitute general partner, and the Organizational Limited Partner, as a limited partner of the Partnership, amended and restated the original agreement of limited partnership of Hess Midstream Partners LP in its entirety. The General Partner and the Organizational Limited Partner hereby amend and restate the existing First Amended and Restated Agreement of Limited Partnership of Hess Midstream Partners LP in its entirety. This amendment and restatement shall become effective on the date of this Agreement. Except as expressly provided to the contrary in this Agreement, the rights, duties (including fiduciary duties), liabilities and obligations of the Partners and the administration, dissolution and termination of the Partnership shall be governed by the Delaware Act. All Partnership Interests shall constitute personal property of the owner thereof for all purposes.

Section 2.2 *Name*. The name of the Partnership shall be "Hess Midstream Partners LP." Subject to applicable law, the Partnership's business may be conducted under any other name or names as determined by the General Partner, including the name of the General Partner. The words "Limited Partnership," "LP," "Ltd." or similar words or letters shall be included in the Partnership's name where necessary for the purpose of complying with the laws of any jurisdiction that so requires. The General Partner may change the name of the Partnership at any time and from time to time and shall notify the Limited Partners of such change in the next regular communication to the Limited Partners.

Section 2.3 *Registered Office; Registered Agent; Principal Office; Other Offices.* Unless and until changed by the General Partner, the registered office of the Partnership in the State of Delaware shall be located at 1209 Orange Street, Wilmington, New Castle County, Delaware 19801, and the registered agent for service of process on the Partnership in the State of Delaware at such registered office shall be The Corporation Trust Company. The principal office of the Partnership shall be located at 1501 McKinney Street, Houston, Texas 77010, or such other place as the General Partner may from time to time designate by notice to the Limited Partners. The Partnership may maintain offices at such other place or places within or outside the State of Delaware as the General Partner determines to be necessary or appropriate. The address of the General Partner shall be 1501 McKinney Street, Houston, Texas 77010, or such other place as the General Partner may from time to time designate by notice to the Limited Partners.

Section 2.4 *Purpose and Business*. The purpose and nature of the business to be conducted by the Partnership shall be to (a) engage directly in, or enter into or form, hold and dispose of any corporation, partnership, joint venture, limited liability company or other arrangement to engage indirectly in, any business activity that is approved by the General Partner and that lawfully may be conducted by a limited partnership organized pursuant to the Delaware Act and, in connection therewith, to exercise all of the rights and powers conferred upon the Partnership pursuant to the agreements relating to such business activity, and (b) do anything necessary or appropriate in furtherance of the foregoing, including the making of capital contributions or loans to a Group Member; *provided*, *however*, that, except in connection with action taken by the General Partner under Section 15.1, the General Partner shall not cause the Partnership to engage, directly or indirectly, in any business activity that the General Partner determines would be reasonably likely to cause the Partnership to be treated as an association taxable as a corporation or otherwise taxable as an entity for U.S. federal income tax purposes (to the extent not already so treated or taxed). To the fullest extent permitted by law, the General Partner shall have no duty or obligation to propose or approve the conduct by the Partnership of any business and may decline to do so free of any fiduciary duty or obligation whatsoever to the Partnership or any Limited Partner and, in declining to so propose or approve, shall not be required to act in good faith or pursuant to any other standard imposed by this Agreement, any Group Member Agreement, any other agreement contemplated hereby or under the Delaware Act or any other law, rule or regulation or at equity, and the General Partner in determining whether to propose or approve the conduct by the Partnership of any business shall be permitted to do so in its sole and absolute discretion.

Section 2.5 *Powers*. The Partnership shall be empowered to do any and all acts and things necessary, appropriate, proper, advisable, incidental to or convenient for the furtherance and accomplishment of the purposes and business described in Section 2.4 and for the protection and benefit of the Partnership.

Section 2.6 *Term*. The term of the Partnership commenced upon the filing of the original certificate of limited partnership of the Partnership in accordance with the Delaware Act and shall continue until the dissolution of the Partnership in accordance with the provisions of Article XII. The existence of the Partnership as a separate legal entity shall continue until the cancellation of the Certificate of Limited Partnership as provided in the Delaware Act.

Section 2.7 *Title to Partnership Assets*. Title to Partnership assets, whether real, personal or mixed and whether tangible or intangible, shall be deemed to be owned by the Partnership as an entity, and no Partner, individually or collectively, shall have any ownership interest in such Partnership assets or any portion thereof. Title to any or all of the Partnership assets may be held in the name of the Partnership, the General Partner, one or more of its Affiliates or one or more nominees of the General Partner or its Affiliates, as the General Partner may determine. The General Partner hereby declares and warrants that any Partnership assets for which record title is held in the name of the General Partner or one or more of its Affiliates or one or more nominees of the General Partner or its Affiliates shall be held by the General Partner or such Affiliate or nominee for the use and benefit of the Partnership in accordance with the provisions of this Agreement; *provided, however,* that the General Partner shall use reasonable efforts to cause record title to such assets (other than those assets in respect of which the General Partner determines that the expense and difficulty of conveyancing makes transfer of record title to the Partnership impracticable) to be vested in the Partnership or one or more of the Partnership's designated Affiliates as soon as reasonably practicable; *provided further,* that, prior to the withdrawal or removal of the General Partner or as soon thereafter as practicable, the General Partner shall use reasonable efforts to effect the transfer of record title to the Partnership and, prior to any such transfer, will provide for the use of such assets in a manner satisfactory to any successor General Partner. All Partnership assets shall be recorded as the property of the Partnership in its books and records, irrespective of the name in which record title to such Partnership assets is held.

ARTICLE III
RIGHTS OF LIMITED PARTNERS

Section 3.1 *Limitation of Liability*. The Limited Partners shall have no liability under this Agreement except as expressly provided in this Agreement or the Delaware Act.

Section 3.2 *Management of Business*. No Limited Partner, in its capacity as such, shall participate in the operation, management or control (within the meaning of the Delaware Act) of the Partnership's business, transact any business in the Partnership's name or have the power to sign documents for or otherwise bind the Partnership. No action taken by any Affiliate

of the General Partner or any officer, director, employee, manager, member, general partner, agent or trustee of the General Partner or any of its Affiliates, or any officer, director, employee, manager, member, general partner, agent or trustee of a Group Member, in its capacity as such, shall be deemed to be participating in the control of the business of the Partnership by a limited partner of the Partnership (within the meaning of Section 17-303(a) of the Delaware Act) nor shall any such action affect, impair or eliminate the limitations on the liability of the Limited Partners under this Agreement.

Section 3.3 *Rights of Limited Partners*.

(a) Each Limited Partner shall have the right, for a purpose reasonably related to such Limited Partner's interest as a Limited Partner in the Partnership, upon reasonable written demand stating the purpose of such demand, and at such Limited Partner's own expense:

(i) to obtain from the General Partner either (A) the Partnership's most recent filings with the Commission on Form 10-K and any subsequent filings on Form 10-Q or Form 8-K or (B) if the Partnership is no longer subject to the reporting requirements of the Exchange Act, the information specified in, and meeting the requirements of, Rule 144A(d)(4) under the Securities Act (or any successor rule or regulation under the Securities Act); provided that the foregoing materials shall be deemed to be available to a Limited Partner in satisfaction of the requirements of this Section 3.3(a)(i) if posted on or accessible through the Partnership's or the Commission's website;

(ii) to obtain a current list of the name and last known business, residence or mailing address of each Partner; and

(iii) to obtain a copy of this Agreement and the Certificate of Limited Partnership and all amendments thereto.

(b) To the fullest extent permitted by law, the rights to information granted the Limited Partners pursuant to Section 3.3(a) replace in their entirety any rights to information provided for in Section 17-305(a) of the Delaware Act and each of the Limited Partners, each other Person or Group who acquires an interest in a Partnership Interest and each other Person bound by this Agreement hereby agrees to the fullest extent permitted by law that they do not have any rights as Limited Partners, interest holders or otherwise to receive any information either pursuant to Sections 17-305(a) of the Delaware Act or otherwise except for the information identified in Section 3.3(a).

(c) The General Partner may keep confidential from the Limited Partners, for such period of time as the General Partner deems reasonable, (i) any information that the General Partner reasonably believes to be in the nature of trade secrets or (ii) other information the disclosure of which the General Partner in good faith believes (A) is not in the best interests of the Partnership Group, (B) could damage the Partnership Group or its business or (C) that any Group Member is required by law or by agreement with any third party to keep confidential (other than agreements with Affiliates of the Partnership the primary purpose of which is to circumvent the obligations set forth in this Section 3.3).

(d) Notwithstanding any other provision of this Agreement or Section 17-305 of the Delaware Act, each of the Limited Partners, each other Person or Group who acquires an interest in a Partnership Interest and each other Person bound by this Agreement hereby agrees to the fullest extent permitted by law that they do not have rights to receive information from the Partnership or any Indemnitee for the purpose of determining whether to pursue litigation or assist in pending litigation against the Partnership or any Indemnitee relating to the affairs of the Partnership except pursuant to the applicable rules of discovery relating to litigation commenced by such Person or Group.

ARTICLE IV
CERTIFICATES; RECORD HOLDERS; TRANSFER OF PARTNERSHIP INTERESTS; REDEMPTION OF PARTNERSHIP INTERESTS

Section 4.1 *Certificates*. Record Holders of Partnership Interests and, where appropriate, Derivative Partnership Interests, shall be recorded in the Partnership Register and ownership of such interests shall be evidenced by a physical certificate or book entry notation in the Partnership Register. Notwithstanding anything to the contrary in this Agreement, unless the General Partner shall determine otherwise in respect of some or all of any or all classes of Partnership Interests, Partnership Interests shall not be evidenced by physical certificates. Certificates, if any, shall be executed on behalf of the Partnership by the Chief Executive Officer, President, Chief Financial Officer or any Senior Vice President or Vice President and the Secretary, any Assistant Secretary, or other authorized officer of the General Partner, and shall bear the legend set forth in Section 4.8(f). The signatures of such officers upon a Certificate may, to the extent permitted by law, be facsimiles. In case any officer who has signed or whose signature has been placed upon such Certificate shall have ceased to be such officer before such Certificate is issued, it may be issued by the Partnership with the same effect as if he or she were such officer at the date of its issuance. If a Transfer Agent has been appointed for a class of Partnership Interests, no Certificate for such class of Partnership Interests shall be valid for any purpose until it has been countersigned by the Transfer Agent; *provided*, *however,* that, if the General Partner elects to cause the Partnership to issue Partnership Interests of such class in global form, the Certificate shall be valid upon receipt of a certificate from the Transfer Agent certifying that the Partnership Interests have been duly registered in accordance with the directions of the Partnership. Subject to the requirements of Section 6.7(b) and Section 6.7(c), if Common Units are evidenced by Certificates, on or after the date on which Subordinated Units are converted into Common Units pursuant to the terms of Section 5.7, the Record Holders of such Subordinated Units (a) if the Subordinated Units are evidenced by Certificates, may exchange such Certificates for Certificates evidencing the Common Units into which such Record Holder's Subordinated Units converted, or (b) if the Subordinated Units are not evidenced by Certificates, shall be issued Certificates evidencing the Common Units into which such Record Holders' Subordinated Units converted. With respect to any Partnership Interests that are represented by physical certificates, the General Partner may determine that such Partnership Interests will no longer be represented by physical certificates and may, upon written notice to the holders of such Partnership Interests and subject to applicable law, take whatever actions it deems necessary or appropriate to cause such Partnership Interests to be registered in book entry or global form and may cause such physical certificates to be cancelled or deemed cancelled.

Section 4.2 *Mutilated, Destroyed, Lost or Stolen Certificates*.

(a) If any mutilated Certificate is surrendered to the Transfer Agent, the appropriate officers of the General Partner on behalf of the Partnership shall execute, and the Transfer Agent shall countersign and deliver in exchange therefor, a new Certificate evidencing the same number and type of Partnership Interests as the Certificate so surrendered.

(b) The appropriate officers of the General Partner on behalf of the Partnership shall execute and deliver, and the Transfer Agent shall countersign, a new Certificate in place of any Certificate previously issued, if the Record Holder of the Certificate:

(i) makes proof by affidavit, in form and substance satisfactory to the General Partner, that a previously issued Certificate has been lost, destroyed or stolen;

(ii) requests the issuance of a new Certificate before the General Partner has notice that the Certificate has been acquired by a purchaser for value in good faith and without notice of an adverse claim;

(iii) if requested by the General Partner, delivers to the General Partner a bond, in form and substance satisfactory to the General Partner, with surety or sureties and with fixed or open penalty as the General Partner may direct to indemnify the Partnership, the Partners, the General Partner and the Transfer Agent against any claim that may be made on account of the alleged loss, destruction or theft of the Certificate; and

(iv) satisfies any other reasonable requirements imposed by the General Partner or the Transfer Agent.

If a Limited Partner fails to notify the General Partner within a reasonable period of time after such Limited Partner has notice of the loss, destruction or theft of a Certificate, and a transfer of the Limited Partner Interests represented by the Certificate is registered before the Partnership, the General Partner or the Transfer Agent receives such notification, to the fullest extent permitted by law, such Limited Partner shall be precluded from making any claim against the Partnership, the General Partner or the Transfer Agent for such transfer or for a new Certificate.

(c) As a condition to the issuance of any new Certificate under this Section 4.2, the General Partner may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Transfer Agent) reasonably connected therewith.

Section 4.3 *Record Holders*.

The names and addresses of Unitholders as they appear in the Partnership Register shall be the official list of Record Holders of the Partnership Interests for all purposes. The Partnership and the General Partner shall be entitled to recognize the Record Holder as the Partner with respect to any Partnership Interest and, accordingly, shall not be bound to recognize any equitable or other claim to, or interest in, such Partnership Interest on the part of any other Person or Group,

regardless of whether the Partnership or the General Partner shall have actual or other notice thereof, except as otherwise provided by law or any applicable rule, regulation, guideline or requirement of any National Securities Exchange on which such Partnership Interests are listed or admitted to trading. Without limiting the foregoing, when a Person (such as a broker, dealer, bank, trust company or clearing corporation or an agent of any of the foregoing) is acting as nominee, agent or in some other representative capacity for another Person or Group in acquiring and/or holding Partnership Interests, as between the Partnership on the one hand, and such other Person on the other hand, such representative Person shall be the Limited Partner with respect to such Partnership Interest upon becoming the Record Holder in accordance with Section 10.1(b) and have the rights and obligations of a Limited Partner hereunder as and to the extent provided herein, including Section 10.1(c).

Section 4.4 *Transfer Generally*.

(a) The term "transfer," when used in this Agreement with respect to a Partnership Interest, shall be deemed to refer to a transaction (i) by which the General Partner assigns all or any part of its General Partner Interest to another Person and includes a sale, assignment, gift, pledge, encumbrance, hypothecation, mortgage, exchange or any other disposition by law or otherwise or (ii) by which the holder of a Limited Partner Interest assigns all or a part of such Limited Partner Interest to another Person who is or becomes a Limited Partner as a result thereof, and includes a sale, assignment, gift, exchange or any other disposition by law or otherwise, excluding a pledge, encumbrance, hypothecation or mortgage but including any transfer upon foreclosure of any pledge, encumbrance, hypothecation or mortgage.

(b) No Partnership Interest shall be transferred, in whole or in part, except in accordance with the terms and conditions set forth in this Article IV. Any transfer or purported transfer of a Partnership Interest not made in accordance with this Article IV shall be null and void, and the Partnership shall have no obligation to effect any such transfer or purported transfer.

(c) Nothing contained in this Agreement shall be construed to prevent or limit a disposition by any stockholder, member, partner or other owner of the General Partner or any Limited Partner of any or all of such Person's shares of stock, membership interests, partnership interests or other ownership interests in the General Partner or such Limited Partner and the term "transfer" shall not include any such disposition.

Section 4.5 *Registration and Transfer of Limited Partner Interests*.

(a) The General Partner shall maintain, or cause to be maintained by the Transfer Agent in whole or in part, the Partnership Register on behalf of the Partnership.

(b) The General Partner shall not recognize any transfer of Limited Partner Interests evidenced by Certificates until the Certificates evidencing such Limited Partner Interests are duly endorsed and surrendered for registration of transfer. No charge shall be imposed by the General Partner for such transfer; *provided, however,* that as a condition to the issuance of any new Certificate under this Section 4.5, the General Partner may require the

payment of a sum sufficient to cover any tax or other governmental charge that may be imposed with respect thereto. Upon surrender of a Certificate for registration of transfer of any Limited Partner Interests evidenced by a Certificate, and subject to the provisions of this Section 4.5(b), the appropriate officers of the General Partner on behalf of the Partnership shall execute and deliver, and in the case of Certificates evidencing Limited Partner Interests for which a Transfer Agent has been appointed, the Transfer Agent shall countersign and deliver, in the name of the holder or the designated transferee or transferees, as required pursuant to the holder's instructions, one or more new Certificates evidencing the same aggregate number and type of Limited Partner Interests as was evidenced by the Certificate so surrendered. Upon the proper surrender of a Certificate, such transfer shall be recorded in the Partnership Register.

(c) Upon the receipt by the General Partner of a duly endorsed Certificate or, in the case of uncertificated Limited Partner Interests for which a Transfer Agent has been appointed, the Transfer Agent of proper transfer instructions from the Record Holder of uncertificated Limited Partner Interests, such transfer shall be recorded in the Partnership Register.

(d) By acceptance of any Limited Partner Interests pursuant to a transfer in accordance with this Article IV, each transferee of a Limited Partner Interest (including any nominee, agent or representative acquiring such Limited Partner Interests for the account of another Person or Group) (i) shall be admitted to the Partnership as a Limited Partner with respect to the Limited Partner Interests so transferred to such Person when any such transfer or admission is reflected in the Partnership Register and such Person becomes the Record Holder of the Limited Partner Interests so transferred, (ii) shall become bound, and shall be deemed to have agreed to be bound, by the terms of this Agreement, (iii) represents that the transferee has the capacity, power and authority to enter into this Agreement and (iv) makes the consents, acknowledgements and waivers contained in this Agreement, all with or without execution of this Agreement by such Person. The transfer of any Limited Partner Interests and the admission of any new Limited Partner shall not constitute an amendment to this Agreement.

(e) Subject to (i) the foregoing provisions of this Section 4.5, (ii) Section 4.3, (iii) Section 4.8, (iv) with respect to any class or series of Limited Partner Interests, the provisions of any statement of designations or an amendment to this Agreement establishing such class or series, (v) any contractual provisions binding on any Limited Partner and (vi) provisions of applicable law including the Securities Act, Limited Partner Interests shall be freely transferable.

(f) The General Partner and its Affiliates shall have the right at any time to transfer their Subordinated Units and Common Units (whether issued upon conversion of the Subordinated Units or otherwise) to one or more Persons.

Section 4.6 *Transfer of the General Partner's General Partner Interest*.

(a) Subject to Section 4.6(c) below, except in connection with action taken by the General Partner under Section 15.1, prior to June 30, 2027, the General Partner shall not transfer all or any part of its General Partner Interest to a Person unless such transfer (i) has been

approved by the prior written consent or vote of the holders of at least a majority of the Outstanding Common Units (excluding Common Units owned by the General Partner and its Affiliates) or (ii) is of all, but not less than all, of its General Partner Interest to (A) an Affiliate of the General Partner (other than an individual) or (B) another Person (other than an individual) in connection with the merger or consolidation of the General Partner with or into such other Person or the transfer by the General Partner of all or substantially all of its assets to such other Person.

(b) Subject to Section 4.6(c) below, on or after June 30, 2027, the General Partner may transfer all or any part of its General Partner Interest without the approval of any Limited Partner or any other Person.

(c) Notwithstanding anything herein to the contrary, no transfer by the General Partner of all or any part of its General Partner Interest to another Person shall be permitted unless (i) the transferee agrees to assume the rights and duties of the General Partner under this Agreement and to be bound by the provisions of this Agreement, (ii) except in connection with action taken by the General Partner under Section 15.1, the Partnership receives an Opinion of Counsel that such transfer would not result in the loss of limited liability of any Limited Partner under the Delaware Act or cause the Partnership to be treated as an association taxable as a corporation or otherwise to be taxed as an entity for U.S. federal income tax purposes (to the extent not already so treated or taxed) and (iii) such transferee also agrees to purchase all (or the appropriate portion thereof, if applicable) of the partnership or membership interest owned by the General Partner as the general partner or managing member, if any, of each other Group Member. In the case of a transfer pursuant to and in compliance with this Section 4.6, the transferee or successor (as the case may be) shall, subject to compliance with the terms of Section 10.2, be admitted to the Partnership as the General Partner effective immediately prior to the transfer of the General Partner Interest, and the business of the Partnership shall continue without dissolution.

Section 4.7 *Transfer of Incentive Distribution Rights*. The General Partner or any other holder of Incentive Distribution Rights may transfer any or all of its Incentive Distribution Rights without the approval of any Limited Partner or any other Person.

Section 4.8 *Restrictions on Transfers*.

(a) Except as provided in Section 4.8(e), notwithstanding the other provisions of this Article IV, no transfer of any Partnership Interests shall be made if such transfer would (i) violate the then applicable federal or state securities laws or rules and regulations of the Commission, any state securities commission or any other governmental authority with jurisdiction over such transfer, (ii) terminate the existence or qualification of the Partnership under the laws of the jurisdiction of its formation, or (iii) except in connection with action taken by the General Partner under Section 15.1, cause the Partnership to be treated as an association taxable as a corporation or otherwise to be taxed as an entity for U.S. federal income tax purposes (to the extent not already so treated or taxed). The Partnership may issue stop transfer instructions to any Transfer Agent in order to implement any restriction on transfer contemplated by this Agreement.

(b) The General Partner may impose restrictions on the transfer of Partnership Interests if it receives an Opinion of Counsel that such restrictions are necessary to (i) avoid a significant risk of the Partnership becoming taxable as a corporation or otherwise becoming taxable as an entity for U.S. federal income tax purposes (to the extent not already so treated or taxed) or (ii) preserve the uniformity of the Limited Partner Interests (or any class or classes thereof). The General Partner may impose such restrictions by amending this Agreement; *provided, however,* that any amendment that would result in the delisting or suspension of trading of any class of Limited Partner Interests on the principal National Securities Exchange on which such class of Limited Partner Interests is then listed or admitted to trading must be approved, prior to such amendment being effected, by the holders of at least a majority of the Outstanding Limited Partner Interests of such class.

(c) The transfer of an IDR Reset Common Unit that was issued in connection with an IDR Reset Election pursuant to Section 5.11 shall be subject to the restrictions imposed by Section 6.8(b) and Section 6.8(c).

(d) The transfer of a Subordinated Unit or a Common Unit resulting from the conversion of a Subordinated Unit shall be subject to the restrictions imposed by Section 6.7(b) and Section 6.7(c).

(e) Nothing in this Agreement shall preclude the settlement of any transactions involving Partnership Interests entered into through the facilities of any National Securities Exchange on which such Partnership Interests are listed or admitted to trading.

(f) Each certificate or book entry evidencing Partnership Interests shall bear a conspicuous legend in substantially the following form:

THE HOLDER OF THIS SECURITY ACKNOWLEDGES FOR THE BENEFIT OF HESS MIDSTREAM PARTNERS LP THAT THIS SECURITY MAY NOT BE TRANSFERRED IF SUCH TRANSFER (AS DEFINED IN THE PARTNERSHIP AGREEMENT) WOULD (A) VIOLATE THE THEN APPLICABLE FEDERAL OR STATE SECURITIES LAWS OR RULES AND REGULATIONS OF THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES

COMMISSION OR ANY OTHER GOVERNMENTAL AUTHORITY WITH JURISDICTION OVER SUCH TRANSFER, (B) TERMINATE THE EXISTENCE OR QUALIFICATION OF HESS MIDSTREAM PARTNERS LP UNDER THE LAWS OF THE STATE OF DELAWARE, OR (C) EXCEPT IN CONNECTION WITH ACTION TAKEN BY THE GENERAL PARTNER UNDER SECTION 15.1, CAUSE HESS MIDSTREAM PARTNERS LP TO BE TREATED AS AN ASSOCIATION TAXABLE AS A CORPORATION OR OTHERWISE TO BE TAXED AS AN ENTITY FOR U.S. FEDERAL INCOME TAX PURPOSES (TO THE EXTENT NOT ALREADY SO TREATED OR TAXED). THE GENERAL PARTNER OF HESS MIDSTREAM PARTNERS LP MAY IMPOSE ADDITIONAL RESTRICTIONS ON THE TRANSFER OF THIS SECURITY IF IT RECEIVES AN OPINION OF COUNSEL THAT SUCH RESTRICTIONS ARE NECESSARY TO (A) AVOID A SIGNIFICANT RISK OF HESS MIDSTREAM PARTNERS LP BECOMING TAXABLE AS A CORPORATION OR OTHERWISE BECOMING TAXABLE AS AN ENTITY FOR U.S. FEDERAL INCOME TAX PURPOSES (TO THE EXTENT NOT ALREADY SO TREATED OR TAXED) OR (B) PRESERVE THE UNIFORMITY OF THE LIMITED PARTNER INTERESTS IN HESS MIDSTREAM PARTNERS LP (OR ANY CLASS OR CLASSES THEREOF). THIS SECURITY MAY BE SUBJECT TO ADDITIONAL RESTRICTIONS ON ITS TRANSFER PROVIDED IN THE PARTNERSHIP AGREEMENT. COPIES OF SUCH AGREEMENT MAY BE OBTAINED AT NO COST BY WRITTEN REQUEST MADE BY THE HOLDER OF RECORD OF THIS SECURITY TO THE SECRETARY OF THE GENERAL PARTNER AT THE PRINCIPAL EXECUTIVE OFFICES OF THE PARTNERSHIP. THE RESTRICTIONS SET FORTH ABOVE SHALL NOT PRECLUDE THE SETTLEMENT OF ANY TRANSACTIONS INVOLVING THIS SECURITY ENTERED INTO THROUGH THE FACILITIES OF ANY NATIONAL SECURITIES EXCHANGE ON WHICH THIS SECURITY IS LISTED OR ADMITTED TO TRADING.

Section 4.9 *Eligibility Certificates; Ineligible Holders*.

(a) If at any time the General Partner determines, with the advice of counsel, that:

(i) the U.S. federal income tax status (or lack of proof of the U.S. federal income tax status) of one or more Limited Partners or their owners has or is reasonably likely to have a material adverse effect on the rates that can be charged to customers by any Group Member with respect to assets that are subject to regulation by the Federal Energy Regulatory Commission or similar regulatory body (a "Rate Eligibility Trigger"); or

(ii) any Group Member is subject to any federal, state or local law or regulation that would create a substantial risk of cancellation or forfeiture of any property in which the Group Member has an interest based on the nationality, citizenship or other related status of one or more Limited Partners or their owners (a "Citizenship Eligibility Trigger");

then, the General Partner, without the approval of any Limited Partner, may adopt such amendments to this Agreement as it determines to be necessary or appropriate to (A) in the case

of a Rate Eligibility Trigger, obtain such proof of the U.S. federal income tax status of such Limited Partners and, to the extent relevant, their owners, as the General Partner determines to be necessary or appropriate to reduce the risk of the occurrence of a material adverse effect on the rates that can be charged to customers by any Group Member or (B) in the case of a Citizenship Eligibility Trigger, obtain such proof of the nationality, citizenship or other related status of such Limited Partners and, to the extent relevant, their owners, as the General Partner determines to be necessary or appropriate to eliminate or mitigate the risk of cancellation or forfeiture of any properties or interests therein of a Group Member.

(b) Amendments adopted pursuant to this Section 4.9 may include provisions requiring all Limited Partners to certify as to their (and their owners') status as Eligible Holders upon demand and on a regular basis, as determined by the General Partner, and may require transferees of Units to so certify prior to being admitted to the Partnership as Limited Partners (any such required certificate, an "Eligibility Certificate").

(c) Amendments adopted pursuant to this Section 4.9 may provide that (i) any Limited Partner who fails to furnish to the General Partner, within a reasonable period, requested proof of its (and its owners') status as an Eligible Holder or (ii) if upon receipt of such Eligibility Certificate or other requested information the General Partner determines that a Limited Partner is not an Eligible Holder (an "Ineligible Holder"), the Limited Partner Interests owned by such Limited Partner shall be subject to redemption. In addition, the General Partner shall be substituted and treated as the owner of all Limited Partner Interests owned by an Ineligible Holder.

(d) If the General Partner adopts amendments pursuant to this Section 4.9 providing for the redemption of Limited Partner Interests, the aggregate redemption price for Redeemable Interests shall be an amount equal to the Current Market Price (the date of determination of which shall be the date fixed for redemption) of Limited Partner Interests of the class to be so redeemed multiplied by the number of Limited Partner Interests of each such class included among the Redeemable Interests. The redemption price shall be paid, as determined by the General Partner, in cash or by delivery of a promissory note of the Partnership in the principal amount of the redemption price, bearing interest at the rate of 5% annually and payable in three equal annual installments of principal together with accrued interest, commencing one year after the redemption date.

(e) The General Partner shall, in exercising, or abstaining from exercising, voting rights in respect of Limited Partner Interests held by it on behalf of Ineligible Holders, distribute the votes or abstentions in the same manner and in the same ratios as the votes of Limited Partners (including the General Partner and its Affiliates) in respect of Limited Partner Interests other than those of Ineligible Holders are distributed, either casting votes for or against or abstaining as to the matter.

(f) Upon dissolution of the Partnership, an Ineligible Holder shall have no right to receive a distribution in kind pursuant to Section 12.4 but shall be entitled to the cash equivalent thereof, and the Partnership shall provide cash in exchange for an assignment of the Ineligible Holder's share of any distribution in kind. Such payment and assignment shall be treated for purposes hereof as a purchase by the Partnership from the Ineligible Holder of its Limited Partner Interests (representing the right to receive its share of such distribution in kind).

(g) At any time after an Ineligible Holder can and does certify that it has become an Eligible Holder, such Ineligible Holder may, upon application to the General Partner, request that with respect to any Limited Partner Interests of such Ineligible Holder not redeemed, such Ineligible Holder be admitted as a Limited Partner, and upon approval of the General Partner, such Ineligible Holder shall be admitted as a Limited Partner and shall no longer constitute an Ineligible Holder, and the General Partner shall cease to be deemed to be the owner in respect of such Ineligible Holder's Limited Partner Interests.

ARTICLE V
CAPITAL CONTRIBUTIONS AND ISSUANCE OF PARTNERSHIP INTERESTS

Section 5.1 *Organizational Contributions*.

(a) In connection with the formation of the Partnership under the Delaware Act, (i) GP LLC made an initial Capital Contribution to the Partnership in the amount of $10,000.00 in exchange for a 50% General Partner Interest in the Partnership and was admitted as the general partner of the Partnership, and (ii) Hess made an initial Capital Contribution to the Partnership in the amount of $10,000.00 in exchange for a 50% Limited Partner Interest in the Partnership and was admitted as a limited partner of the Partnership. As of June 22, 2015, Hess transferred its 50% Limited Partner Interest in the Partnership to HIP, and HIP was admitted as a limited partner of the Partnership, and Hess ceased to be a limited partner of the Partnership. On July 9, 2015, HIP contributed an amount equal to $300,000.00 to the Partnership, and GP LLC contributed an amount equal to $400,000.00 to the Partnership. Immediately following such contributions, HIP owned a 43.1% Limited Partner Interest in the Partnership and GP LLC owned a 56.9% General Partner Interest in the Partnership.

(b) On April 7, 2017, (i) HIP transferred its Limited Partner Interest to GP LP, GP LP was admitted to the Partnership as a limited partner of the Partnership and HIP ceased to be a limited partner of the Partnership, and (ii) pursuant to the First Amended and Restated Agreement of Limited Partnership of the Partnership, (A) GP LP exchanged the Limited Partner Interest for a 43.0556% General Partner Interest in the Partnership and was admitted as a general partner of the Partnership and ceased to be a limited partner of the Partnership and (B) simultaneously with the transaction described at clause (A), GP LLC exchanged its General Partner Interest in the Partnership for a 56.9444% limited partner interest in the Partnership, was admitted as a limited partner of the Partnership and ceased to be a general partner of the Partnership, and the Partnership was continued without dissolution. On April 7, 2017, pursuant to the First Amended and Restated Agreement of Limited Partnership of the Partnership, GP LLC distributed the 56.9444% limited partner interest in the Partnership to the Organizational Limited Partner, the Organizational Limited Partner was admitted to the Partnership as a limited partner and GP LLC ceased to be a limited partner of the Partnership, and the Partnership was continued without dissolution.

(c) As of the Closing Date, pursuant to the Contribution Agreement, following the admission of one or more Limited Partners (other than the General Partner), the interest of the Organizational Limited Partner shall be redeemed in exchange for an amount equal to $10,000.00. One hundred percent of any interest or other profit that may have resulted from the investment or other use of the Capital Contributions referenced in Section 5.1(a) shall be allocated and distributed to the Organizational Limited Partner.

Section 5.2 *Contributions by the General Partner*.

(a) On the Closing Date and pursuant to the Contribution Agreement, the General Partner is contributing to the Partnership, as a Capital Contribution, the Contributed Interests and the GP Gathering Interest (each as defined in the Contribution Agreement) in exchange for (i) the General Partner Interest, subject to all of the rights, privileges and duties of the General Partner under this Agreement, and (ii) the Incentive Distribution Rights.

(b) Upon the issuance of any additional Limited Partner Interests by the Partnership (other than (i) the Common Units issued pursuant to the Initial Public Offering, (ii) the Incentive Distribution Rights issued pursuant to Section 5.2(a), (iii) the Common Units and Subordinated Units issued pursuant to Section 5.3(a) (including any Common Units issued pursuant to the Deferred Issuance), (iv) any Common Units issued pursuant to Section 5.11, (v) any Common Units issued pursuant to Section 5.3(c), and (vi) any Common Units issued upon the conversion of any Partnership Interests), the General Partner may, in order to maintain the Percentage Interest with respect to its General Partner Interest, make additional Capital Contributions in an amount equal to the product obtained by multiplying (A) the quotient determined by dividing (x) the Percentage Interest with respect to the General Partner Interests immediately prior to the issuance of such additional Limited Partner Interests by the Partnership by (y) 100% less the Percentage Interest with respect to the General Partner Interest immediately prior to the issuance of such additional Limited Partner Interests by the Partnership times (B) the gross amount contributed to the Partnership by the Limited Partners (before deduction of underwriters' discounts and commissions) in exchange for such additional Limited Partner Interests.

Section 5.3 *Contributions by Limited Partners.*

(a) On the Closing Date, pursuant to and as described in the Contribution Agreement: (i) HIP is contributing to the Partnership, as a Capital Contribution, all of its limited liability company interests in Hess North Dakota Pipelines Holdings LLC, a Delaware limited liability company, Hess TGP GP LLC, Hess North Dakota Export Logistics GP LLC and Mentor Holdings in exchange for the right to receive (A) 10,282,654 Common Units, (B) 27,279,654 Subordinated Units, (C) the Deferred Issuance upon the earlier to occur of (1) the expiration of the Over-Allotment Option and (2) the exercise in full of the Over-Allotment Option and (D) a cash distribution in the amount of $302.2 million; and (ii) HIP instructed the Partnership to issue, and the Partnership shall issue, such Common Units, Subordinated Units and Deferred Issuance, if any, 50% directly to HINDL and 50% directly to GIP.

(b) On the Closing Date and pursuant to the IPO Underwriting Agreement, each IPO Underwriter shall contribute cash to the Partnership in exchange for the issuance by the Partnership of Common Units to each IPO Underwriter, all as set forth in the IPO Underwriting Agreement.

(c) Upon each exercise, if any, of the Over-Allotment Option, each IPO Underwriter shall contribute cash to the Partnership on the applicable Option Closing Date in exchange for the issuance by the Partnership of Common Units to each IPO Underwriter, all as set forth in the IPO Underwriting Agreement. Any Common Units subject to the Over-Allotment Option that are not purchased by the IPO Underwriters pursuant to the Over-Allotment Option, if any (the "***Deferred Issuance***"), shall be issued 50% directly to HINDL and 50% directly to GIP at the expiration of the Over-Allotment Option period for no additional consideration, all as set forth in the Contribution Agreement. Notwithstanding any other provision of this Agreement, but subject to the last sentence of Section 6.3(a), the Partnership is hereby authorized to distribute to HIP any net cash proceeds from the sale of Option Units (as defined in the Contribution Agreement) upon the exercise of the Over-Allotment Option in accordance with the Contribution Agreement.

(d) No Limited Partner Interests will be issued or issuable as of or at the Closing Date other than (i) the Common Units and Subordinated Units issued to HINDL and GIP pursuant to subparagraphs (a) and (c), as applicable, of this Section 5.3, (ii) the Common Units issued to the IPO Underwriters as described in subparagraphs (b) and (c), as applicable, of this Section 5.3 and (iii) the Incentive Distribution Rights issued to the General Partner pursuant to Section 5.2(a).

(e) Except for the Capital Contributions made or to be made pursuant to Section 5.3(a) through Section 5.3(c) and for Capital Contributions required to be made by or on behalf of a Person acquiring Partnership Interests or Derivative Partnership Interests in connection with future issuances in accordance with Section 5.6, no Limited Partner will be required to make any additional Capital Contribution to the Partnership pursuant to this Agreement.

Section 5.4 *Interest and Withdrawal*. No interest shall be paid by the Partnership on Capital Contributions. No Partner shall be entitled to the withdrawal or return of its Capital Contribution, except to the extent, if any, that distributions made pursuant to this Agreement or upon dissolution and liquidation of the Partnership may be considered as such by law and then only to the extent provided for in this Agreement. Except to the extent expressly provided in this Agreement, no Partner shall have priority over any other Partner either as to the return of Capital Contributions or as to profits, losses or distributions. Any such return shall be a compromise to which all Partners agree within the meaning of Section 17-502(b) of the Delaware Act.

Section 5.5 *Capital Accounts*.

(a) The Partnership shall maintain for each Partner (or a beneficial owner of Partnership Interests held by a nominee, agent or representative in any case in which the nominee, agent or representative has furnished the identity of such owner to the Partnership in

accordance with Section 6031(c) of the Code or any other method acceptable to the General Partner) owning a Partnership Interest a separate Capital Account with respect to such Partnership Interest in accordance with the rules of Treasury Regulation Section 1.704-1(b)(2)(iv). Such Capital Account shall be increased by (i) the amount of all Capital Contributions made by the Partner with respect to such Partnership Interest and (ii) all items of Partnership income and gain computed in accordance with Section 5.5(b) and allocated with respect to such Partnership Interest pursuant to Section 6.1, and decreased by (x) the amount of cash or Net Agreed Value of all actual and deemed distributions of cash or property made to the Partner with respect to such Partnership Interest, provided that the Capital Account of a Partner shall not be reduced by the amount of any distributions made with respect to Restricted Common Units held by such Partner, and (y) all items of Partnership deduction and loss computed in accordance with Section 5.5(b) and allocated with respect to such Partnership Interest pursuant to Section 6.1.

(b) For purposes of computing the amount of any item of income, gain, loss or deduction that is to be allocated pursuant to Article VI and is to be reflected in the Partners' Capital Accounts, the determination, recognition and classification of any such item shall be the same as its determination, recognition and classification for U.S. federal income tax purposes (including any method of depreciation, cost recovery or amortization used for that purpose), *provided*, that:

(i) Solely for purposes of this Section 5.5, the Partnership shall be treated as owning directly its proportionate share (as determined by the General Partner based upon the provisions of the applicable Group Member Agreement or governing, organizational or similar document) of all property owned by (A) any other Group Member that is classified as a partnership for U.S. federal income tax purposes and (B) any other partnership, limited liability company, unincorporated business or other entity classified as a partnership for U.S. federal income tax purposes of which a Group Member is, directly or indirectly, a partner, member or other equity holder.

(ii) All fees and other expenses incurred by the Partnership to promote the sale of (or to sell) a Partnership Interest that can neither be deducted nor amortized under Section 709 of the Code, if any, shall, for purposes of Capital Account maintenance, be treated as an item of deduction at the time such fees and other expenses are incurred and shall be allocated among the Partners pursuant to Section 6.1.

(iii) The computation of all items of income, gain, loss and deduction shall be made (x) except as otherwise provided in this Agreement and Treasury Regulation Section 1.704-1(b)(2)(iv)(m), without regard to any election under Section 754 of the Code that may be made by the Partnership, and (y) as to those items described in Section 705(a)(1)(B) or 705(a)(2)(B) of the Code, without regard to the fact that such items are not includable in gross income or are neither currently deductible nor capitalized for U.S. federal income tax purposes.

(iv) To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Section 734(b) of the Code (including pursuant to Treasury Regulation Section 1.734-2(b)(1)) is required, pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment in the Capital Accounts shall be treated as an item of gain or loss.

(v) In the event the Carrying Value of Partnership property is adjusted pursuant to Section 5.5(d), any Unrealized Gain resulting from such adjustment shall be treated as an item of gain and any Unrealized Loss resulting from such adjustment shall be treated as an item of loss.

(vi) Any income, gain or loss attributable to the taxable disposition of any Partnership property shall be determined as if the adjusted basis of such property as of such date of disposition were equal in amount to the property's Carrying Value as of such date.

(vii) Any deductions for depreciation, cost recovery or amortization attributable to any Contributed Property or Adjusted Property shall be determined under the rules prescribed by Treasury Regulation Section 1.704-3(d) as if the adjusted basis of such property were equal to the Carrying Value of such property.

(viii) The Gross Liability Value of each Liability of the Partnership described in Treasury Regulation Section 1.752-7(b)(3)(i) shall be adjusted at such times as provided in this Agreement for an adjustment to the Carrying Values of Partnership property. The amount of any such adjustment shall be treated for purposes hereof as an item of loss (if the adjustment increases the Carrying Value of such Liability of the Partnership) or an item of gain (if the adjustment decreases the Carrying Value of such Liability of the Partnership).

(c) (i) Except as otherwise provided in this Section 5.5(c), a transferee of a Partnership Interest shall succeed to a Pro Rata portion of the Capital Account of the transferor relating to the Partnership Interest so transferred.

(ii) Subject to Section 6.7(b), immediately prior to the transfer of a Subordinated Unit or a Subordinated Unit that has converted into a Common Unit pursuant to Section 5.7 by a holder thereof (in each case, other than a transfer to an Affiliate unless the General Partner elects to have this subparagraph 5.5(c)(ii) apply), the Capital Account maintained for such Person with respect to such transferred Units will (A) first, be allocated to the Units to be transferred in an amount equal to the product of (x) the number of such Units to be transferred and (y) the Per Unit Capital Amount for an Initial Common Unit, and (B) second, any remaining balance in such Capital Account will be retained by the transferor, regardless of whether it has retained any Units. Following any such allocation, the transferor's Capital Account, if any, maintained with respect to the retained Subordinated Units or retained converted Subordinated Units, if any, will have a balance equal to the amount allocated under clause (B) above, and the transferee's Capital Account established with respect to the transferred Units will have a balance equal to the amount allocated under clause (A) above.

(iii) Subject to Section 6.8(b), immediately prior to the transfer of an IDR Reset Common Unit by a holder thereof (other than a transfer to an Affiliate unless the General Partner elects to have this subparagraph 5.5(c)(iii) apply), the Capital Account maintained for such Person with respect to its IDR Reset Common Units will (A) first, be allocated to the IDR Reset Common Units to be transferred in an amount equal to the product of

(x) the number of such IDR Reset Common Units to be transferred and (y) the Per Unit Capital Amount for an Initial Common Unit, and (B) second, any remaining balance in such Capital Account will be retained by the transferor, regardless of whether it has retained any IDR Reset Common Units. Following any such allocation, the transferor's Capital Account, if any, maintained with respect to the retained IDR Reset Common Units, if any, will have a balance equal to the amount allocated under clause (B) above, and the transferee's Capital Account established with respect to the transferred IDR Reset Common Units will have a balance equal to the amount allocated under clause (A) above.

(d) (i) Consistent with Treasury Regulation Section 1.704-1(b)(2)(iv)(f) and 1.704-1(b)(2)(iv)(h)(2), on an issuance of additional Partnership Interests for cash or Contributed Property, the issuance of a Noncompensatory Option, the issuance of Partnership Interests as consideration for the provision of services (including upon the lapse of a "substantial risk of forfeiture" with respect to a Restricted Common Unit), the issuance of IDR Reset Common Units pursuant to Section 5.11, or the conversion of the Combined Interest to Common Units pursuant to Section 11.3(b), the Carrying Value of each Partnership property immediately prior to such issuance shall be adjusted upward or downward to reflect any Unrealized Gain or Unrealized Loss attributable to such Partnership property; *provided*, *however*, that in the event of the issuance of a Partnership Interest pursuant to the exercise of a Noncompensatory Option where the right to share in Partnership capital represented by such Partnership Interest differs from the consideration paid to acquire and exercise such option, the Carrying Value of each Partnership property immediately after the issuance of such Partnership Interest shall be adjusted upward or downward to reflect any Unrealized Gain or Unrealized Loss attributable to such Partnership property and the Capital Accounts of the Partners shall be adjusted in a manner consistent with Treasury Regulation Section 1.704-1(b)(2)(iv)(s); *provided further*, that in the event of an issuance of Partnership Interests for a de minimis amount of cash or Contributed Property, in the event of an issuance of a Noncompensatory Option to acquire a de minimis Partnership Interest or in the event of an issuance of a de minimis amount of Partnership Interests as consideration for the provision of services, the General Partner may determine that such adjustments are unnecessary for the proper administration of the Partnership. In determining such Unrealized Gain or Unrealized Loss, the aggregate fair market value of all Partnership property (including cash or cash equivalents) immediately prior to the issuance of additional Partnership Interests (or, in the case of a Revaluation Event resulting from the exercise of a Noncompensatory Option, immediately after the issuance of the Partnership Interest acquired pursuant to the exercise of such Noncompensatory Option) shall be determined by the General Partner using such method of valuation as it may adopt. In making its determination of the fair market values of individual properties, the General Partner may first determine an aggregate value for the assets of the Partnership that takes into account the current trading price of the Common Units, the fair market value of all other Partnership Interests at such time and the value of Partnership Liabilities. The General Partner may allocate such aggregate value among the individual properties of the Partnership (in such manner as it determines appropriate). Absent a contrary determination by the General Partner, the aggregate fair market value of all Partnership assets (including, without limitation, cash or cash equivalents) immediately prior to a Revaluation Event shall be the value that would result in the Capital Account for each Common Unit that is Outstanding prior to such Revaluation Event being equal to the Event Issue Value.

(ii) In accordance with Treasury Regulation Section 1.704-1(b)(2)(iv)(f), immediately prior to any distribution to a Partner of any Partnership property (other than a distribution of cash that is not in redemption or retirement of a Partnership Interest), the Carrying Value of all Partnership property shall be adjusted upward or downward to reflect any Unrealized Gain or Unrealized Loss attributable to such Partnership property. In determining such Unrealized Gain or Unrealized Loss the aggregate fair market value of all Partnership property (including cash or cash equivalents) immediately prior to a distribution shall (A) in the case of a distribution other than one made pursuant to Section 12.4, be determined in the same manner as that provided in Section 5.5(d)(i) or (B) in the case of a liquidating distribution pursuant to Section 12.4, be determined by the Liquidator using such method of valuation as it may adopt.

Section 5.6 *Issuances of Additional Partnership Interests and Derivative Partnership Interests*

(a) The Partnership may issue additional Partnership Interests and Derivative Partnership Interests for any Partnership purpose at any time and from time to time to such Persons for such consideration and on such terms and conditions as the General Partner shall determine, all without the approval of any Limited Partners.

(b) Each additional Partnership Interest authorized to be issued by the Partnership pursuant to Section 5.6(a) may be issued in one or more classes, or one or more series of any such classes, with such designations, preferences, rights, powers and duties (which may be senior to existing classes and series of Partnership Interests), as shall be fixed by the General Partner, including (i) the right to share in Partnership profits and losses or items thereof; (ii) the right to share in Partnership distributions; (iii) the rights upon dissolution and liquidation of the Partnership; (iv) whether, and the terms and conditions upon which, the Partnership may or shall be required to redeem the Partnership Interest; (v) whether such Partnership Interest is issued with the privilege of conversion or exchange and, if so, the terms and conditions of such conversion or exchange; (vi) the terms and conditions upon which each Partnership Interest will be issued, evidenced by Certificates and assigned or transferred; (vii) the method for determining the Percentage Interest as to such Partnership Interest; and (viii) the right, if any, of each such Partnership Interest to vote on Partnership matters, including matters relating to the relative rights, preferences and privileges of such Partnership Interest.

(c) The General Partner shall take all actions that it determines to be necessary or appropriate in connection with (i) each issuance of Partnership Interests and Derivative Partnership Interests pursuant to Section 5.3 or this Section 5.6, including Common Units issued in connection with the Deferred Issuance, (ii) the conversion of the Combined Interest into Units pursuant to the terms of this Agreement, (iii) the issuance of Common Units pursuant to Section 5.11, (iv) reflecting admission of such additional Limited Partners in the Partnership Register as the Record Holders of such Limited Partner Interests and (v) all additional issuances of Partnership Interests and Derivative Partnership Interests. The General Partner shall determine the relative rights, powers and duties of the holders of the Units or other Partnership Interests or Derivative Partnership Interests being so issued. The General Partner shall do all things necessary to comply with the Delaware Act and is authorized and directed to

do all things that it determines to be necessary or appropriate in connection with any future issuance of Partnership Interests or Derivative Partnership Interests or in connection with the conversion of the Combined Interest into Units pursuant to the terms of this Agreement, including compliance with any statute, rule, regulation or guideline of any federal, state or other governmental agency or any National Securities Exchange on which the Units or other Partnership Interests are listed or admitted to trading.

(d) No fractional Units shall be issued by the Partnership.

Section 5.7 *Conversion of Subordinated Units*.

(a) All of the Subordinated Units shall convert into Common Units on a one-for-one basis on the expiration of the Subordination Period.

(b) A Subordinated Unit that has converted into a Common Unit shall be subject to the provisions of Section 6.7.

Section 5.8 *Limited Preemptive Right*. Except as provided in this Section 5.8 and in Section 5.2 and Section 5.11 or as otherwise provided in a separate agreement by the Partnership, no Person shall have any preemptive, preferential or other similar right with respect to the issuance of any Partnership Interest, whether unissued, held in the treasury or hereafter created. Other than with respect to the issuance of Partnership Interests in connection with the Initial Public Offering, the General Partner shall have the right, which it may from time to time assign in whole or in part to any of its Affiliates, to purchase Partnership Interests from the Partnership whenever, and on the same terms that, the Partnership issues Partnership Interests to Persons other than the General Partner and its Affiliates, to the extent necessary to maintain the Percentage Interests of the General Partner and its Affiliates equal to that which existed immediately prior to the issuance of such Partnership Interests.

Section 5.9 *Splits and Combinations*.

(a) Subject to Section 5.9(e), Section 6.6 and Section 6.9 (dealing with adjustments of distribution levels), the Partnership may make a Pro Rata distribution of Partnership Interests to all Record Holders or may effect a subdivision or combination of Partnership Interests so long as, after any such event, each Partner shall have the same Percentage Interest in the Partnership as before such event, and any amounts calculated on a per Unit basis (including any Common Unit Arrearage or Cumulative Common Unit Arrearage) or stated as a number of Units (including the number of Subordinated Units that may convert prior to the end of the Subordination Period) are proportionately adjusted.

(b) Whenever such a distribution, subdivision or combination of Partnership Interests is declared, the General Partner shall select a Record Date as of which the distribution, subdivision or combination shall be effective and shall send notice thereof at least 20 days prior to such Record Date to each Record Holder as of a date not less than 10 days prior to the date of such notice (or such shorter periods as required by applicable law). The General Partner also may cause a firm of independent public accountants selected by it to calculate the number of Partnership Interests to be held by each Record Holder after giving effect to such distribution, subdivision or combination. The General Partner shall be entitled to rely on any certificate provided by such firm as conclusive evidence of the accuracy of such calculation.

(c) If a Pro Rata distribution of Partnership Interests, or a subdivision or combination of Partnership Interests, is made as contemplated in this Section 5.9, the number of hypothetical limited partner units representing the General Partner Interest constituting the Percentage Interest of the General Partner (as determined immediately prior to the Record Date for such distribution, subdivision or combination) shall be appropriately adjusted as of the date of payment of such distribution, or the effective date of such subdivision or combination, to maintain such Percentage Interest of the General Partner.

(d) Promptly following any such distribution, subdivision or combination, the Partnership may issue Certificates or uncertificated Partnership Interests to the Record Holders of Partnership Interests as of the applicable Record Date representing the new number of Partnership Interests held by such Record Holders, or the General Partner may adopt such other procedures that it determines to be necessary or appropriate to reflect such changes. If any such combination results in a smaller total number of Partnership Interests Outstanding, the Partnership shall require, as a condition to the delivery to a Record Holder of Partnership Interests represented by Certificates, the surrender of any Certificate held by such Record Holder immediately prior to such Record Date.

(e) The Partnership shall not issue fractional Units (or fractional hypothetical limited partner units representing the General Partner Interest) upon any distribution, subdivision or combination of Units. If a distribution, subdivision or combination of Units would result in the issuance of fractional Units (and fractional hypothetical limited partner units representing the General Partner Interest) but for the provisions of Section 5.6(d) and this Section 5.9(e), each fractional Unit (and hypothetical limited partner unit) shall be rounded to the nearest whole Unit (or hypothetical limited partner unit), with fractional Units (or hypothetical limited partner units) equal to or greater than a 0.5 Unit (or hypothetical limited partner unit) being rounded to the next higher Unit (or hypothetical limited partner unit).

Section 5.10 *Nature of Limited Partner Interests*. All Limited Partner Interests issued pursuant to, and in accordance with the requirements of, this Article V shall be validly issued, and, to the fullest extent permitted by the Delaware Act, recipients of such Limited Partner Interests will have (a) no obligation to make further payments for such Limited Partner Interests or contributions to the Partnership solely by reason of their ownership of such Limited Partner Interests, and (b) no personal liability for the debts, obligations and liabilities of the Partnership, whether arising in contract, tort or otherwise, solely by reason of being a Limited Partner.

Section 5.11 *Issuance of Common Units in Connection with Reset of Incentive Distribution Rights*.

(a) Subject to the provisions of this Section 5.11, the holder of the Incentive Distribution Rights (or, if there is more than one holder of the Incentive Distribution Rights, the holders of a majority in interest of the Incentive Distribution Rights) shall have the right, at any time when there are no Subordinated Units Outstanding and the Partnership has made a

distribution pursuant to Section 6.4(b)(v) for each of the four most recently completed Quarters and the amount of each such distribution did not exceed Adjusted Operating Surplus for such Quarter, to make an election (the "***IDR Reset Election***") to cause the Minimum Quarterly Distribution and the Target Distributions to be reset in accordance with the provisions of Section 5.11(e) and, in connection therewith, the holder or holders of the Incentive Distribution Rights will become entitled to receive their respective proportionate share of a number of Common Units (the "***IDR Reset Common Units***") derived by dividing (i) the average amount of the aggregate cash distributions made by the Partnership for the two full Quarters immediately preceding the giving of the Reset Notice in respect of the Incentive Distribution Rights by (ii) the average of the cash distributions made by the Partnership in respect of each Common Unit for the two full Quarters immediately preceding the giving of the Reset Notice (the number of Common Units determined by such quotient is referred to herein as the "***Aggregate Quantity of IDR Reset Common Units***"). If at the time of any IDR Reset Election the General Partner and its Affiliates are not the holders of a majority in interest of the Incentive Distribution Rights, then the IDR Reset Election shall be subject to the prior written concurrence of the General Partner that the conditions described in the immediately preceding sentence have been satisfied. Upon the issuance of such IDR Reset Common Units, the Partnership will issue to the General Partner an additional General Partner Interest (represented by hypothetical limited partner units) equal to the product of (x) the quotient obtained by dividing (A) the Percentage Interest of the General Partner immediately prior to such issuance by (B) a percentage equal to 100% less such Percentage Interest by (y) the number of such IDR Reset Common Units, and the General Partner shall not be obligated to make any additional Capital Contribution to the Partnership in exchange for such issuance. The making of the IDR Reset Election in the manner specified in this Section 5.11 shall cause the Minimum Quarterly Distribution and the Target Distributions to be reset in accordance with the provisions of Section 5.11(e) and, in connection therewith, the holder or holders of the Incentive Distribution Rights will become entitled to receive IDR Reset Common Units and the General Partner will become entitled to receive an additional General Partner Interest on the basis specified above, without any further approval required by the General Partner or the Unitholders other than as set forth in this Section 5.11(a), at the time specified in Section 5.11(c) unless the IDR Reset Election is rescinded pursuant to Section 5.11(d).

(b) To exercise the right specified in Section 5.11(a), the holder of the Incentive Distribution Rights (or, if there is more than one holder of the Incentive Distribution Rights, the holders of a majority in interest of the Incentive Distribution Rights) shall deliver a written notice (the "***Reset Notice***") to the Partnership. Within 10 Business Days after the receipt by the Partnership of such Reset Notice, the Partnership shall deliver a written notice to the holder or holders of the Incentive Distribution Rights of the Partnership's determination of the Aggregate Quantity of IDR Reset Common Units that each holder of Incentive Distribution Rights will be entitled to receive.

(c) The holder or holders of the Incentive Distribution Rights will be entitled to receive the Aggregate Quantity of IDR Reset Common Units and the General Partner will be entitled to receive the related additional General Partner Interest on the fifteenth Business Day after receipt by the Partnership of the Reset Notice; *provided, however*, that the issuance of IDR Reset Common Units to the holder or holders of the Incentive Distribution Rights shall not occur

prior to the approval of the listing or admission for trading of such IDR Reset Common Units by the principal National Securities Exchange upon which the Common Units are then listed or admitted for trading if any such approval is required pursuant to the rules and regulations of such National Securities Exchange.

(d) If the principal National Securities Exchange upon which the Common Units are then traded has not approved the listing or admission for trading of the IDR Reset Common Units to be issued pursuant to this Section 5.11 on or before the 30th calendar day following the Partnership's receipt of the Reset Notice and such approval is required by the rules and regulations of such National Securities Exchange, then the holder of the Incentive Distribution Rights (or, if there is more than one holder of the Incentive Distribution Rights, the holders of a majority in interest of the Incentive Distribution Rights) shall have the right to either rescind the IDR Reset Election or elect to receive other Partnership Interests having such terms as the General Partner may approve, with the approval of the Conflicts Committee, that will provide (i) the same economic value, in the aggregate, as the Aggregate Quantity of IDR Reset Common Units would have had at the time of the Partnership's receipt of the Reset Notice, as determined by the General Partner, and (ii) for the subsequent conversion of such Partnership Interests into Common Units within not more than 12 months following the Partnership's receipt of the Reset Notice upon the satisfaction of one or more conditions that are reasonably acceptable to the holder of the Incentive Distribution Rights (or, if there is more than one holder of the Incentive Distribution Rights, the holders of a majority in interest of the Incentive Distribution Rights).

(e) The Minimum Quarterly Distribution and the Target Distributions shall be adjusted at the time of the issuance of IDR Reset Common Units or other Partnership Interests pursuant to this Section 5.11 such that (i) the Minimum Quarterly Distribution shall be reset to equal the average cash distribution amount per Common Unit for the two Quarters immediately prior to the Partnership's receipt of the Reset Notice (the "***Reset MQD***"), (ii) the First Target Distribution shall be reset to equal 115% of the Reset MQD, (iii) the Second Target Distribution shall be reset to equal 125% of the Reset MQD and (iv) the Third Target Distribution shall be reset to equal 150% of the Reset MQD.

(f) Upon the issuance of IDR Reset Common Units pursuant to Section 5.11(a), the Capital Account maintained with respect to the Incentive Distribution Rights will (i) first, be allocated to IDR Reset Common Units in an amount equal to the product of (A) the Aggregate Quantity of IDR Reset Common Units and (B) the Per Unit Capital Amount for an Initial Common Unit, and (ii) second, as to any remaining balance in such Capital Account, be retained by the holder of the Incentive Distribution Rights. If there is not sufficient capital associated with the Incentive Distribution Rights to allocate the full Per Unit Capital Amount for an Initial Common Unit to the IDR Reset Common Units in accordance with clause (i) of this Section 5.11(f), the IDR Reset Common Units shall be subject to Section 6.1(d)(x)(B).

Section 5.12 *Deemed Capital Contributions*. Consistent with the principles of Treasury Regulation Section 1.83-6(d), if any Partner (or its successor) transfers property (including cash) to any employee or other service provider of the Partnership Group and such Partner is not entitled to be reimbursed by (or otherwise elects not to seek reimbursement from) the Partnership

for the value of such property, then for tax purposes, (x) such property shall be treated as having been contributed to the Partnership by such Partner and (y) immediately thereafter the Partnership shall be treated as having transferred such property to the employee or other service provider.

ARTICLE VI
ALLOCATIONS AND DISTRIBUTIONS

Section 6.1 *Allocations for Capital Account Purposes*. For purposes of maintaining the Capital Accounts and in determining the rights of the Partners among themselves, the Partnership's items of income, gain, loss and deduction (computed in accordance with Section 5.5(b)) for each taxable period shall be allocated among the Partners as provided herein below. As set forth in the definition of "Outstanding," Restricted Common Units shall not be considered to be Outstanding Common Units for purposes of this Section 6.1 and references herein to Unitholders holding Common Units shall be to such Unitholders solely with respect to their Common Units other than Restricted Common Units.

(a) *Net Income*. Net Income for each taxable period (including a pro rata part of all items of income, gain, loss and deduction taken into account in computing Net Income for such taxable period) shall be allocated as follows:

(i) First, to the General Partner until the aggregate amount of Net Income allocated to the General Partner pursuant to this Section 6.1(a)(i) for the current and all previous taxable periods is equal to the aggregate amount of Net Loss allocated to the General Partner pursuant to Section 6.1(b)(ii) for all previous taxable periods;

(ii) Second, to the General Partner and the Unitholders to which Net Loss has been allocated in prior taxable periods pursuant to the first proviso provision of Section 6.1(b)(i), in proportion to the allocations of Net Loss made to them pursuant to the first proviso provision of Section 6.1(b)(i), until the aggregate amount of Net Income allocated pursuant to this Section 6.1(a)(ii) for the current and all previous taxable periods is equal to the aggregate amount of Net Loss allocated pursuant to the first proviso provision of Section 6.1(b)(i) for all previous taxable periods; and

(iii) The balance, if any, (x) to the General Partner in accordance with its Percentage Interest, and (y) to all Unitholders, Pro Rata, a percentage equal to 100% less the General Partner's Percentage Interest.

(b) *Net Loss*. Net Loss for each taxable period (including a pro rata part of each item of income, gain, loss and deduction taken into account in computing Net Loss for such taxable period) shall be allocated as follows:

(i) First, to the General Partner and the Unitholders, Pro Rata; *provided* that Net Loss shall not be allocated pursuant to this Section 6.1(b)(i) to the extent that such allocation would cause the General Partner or any Unitholder to have a deficit balance in its

Adjusted Capital Account at the end of such taxable period (or increase any existing deficit balance in its Adjusted Capital Account) and such Net Loss shall instead be allocated to the General Partner if it has a positive Adjusted Capital Account balance and Unitholders with positive Adjusted Capital Account balances in proportion to such positive balances; *provided further*, that for purposes of this Section 6.1(b)(i), the determination of whether the General Partner would have a deficit balance in its Adjusted Capital Account shall be made without regard to the General Partner's obligation to restore a negative balance in its Capital Account pursuant to Section 12.8; and

(ii) The balance, if any, 100% to the General Partner.

(c) *Net Termination Gains and Losses*. Net Termination Gain or Net Termination Loss occurring during a taxable period shall be allocated in the manner set forth in this Section 6.1(c). All allocations under this Section 6.1(c) shall be made after Capital Account balances have been adjusted by all other allocations provided under this Section 6.1 and after all distributions of Available Cash provided under Section 6.4 and Section 6.5 have been made; *provided, however*, that solely for purposes of this Section 6.1(c), Capital Accounts shall not be adjusted for distributions made pursuant to Section 12.4; *provided further*, that Net Termination Gain or Net Termination Loss attributable to (i) Liquidation Gain or Liquidation Loss shall be allocated on the last day of the taxable period during which such Liquidation Gain or Liquidation Loss occurred, (ii) Sale Gain or Sale Loss shall be allocated as of the time of the sale or disposition giving rise to such Sale Gain or Sale Loss and allocated to the Partners consistent with the second proviso set forth in Section 6.2(f) and (iii) Revaluation Gain or Revaluation Loss shall be allocated on the date of the Revaluation Event giving rise to such Revaluation Gain or Revaluation Loss.

(i) Except as provided in Section 6.1(c)(iv) and subject to the provisions set forth in the last sentence of this Section 6.1(c)(i), Net Termination Gain (including a pro rata part of each item of income, gain, loss, and deduction taken into account in computing Net Termination Gain) shall be allocated in the following order and priority:

(A) First, to each Partner having a deficit balance in its Adjusted Capital Account, in the proportion that such deficit balance bears to the total deficit balances in the Adjusted Capital Accounts of all Partners, until each such Partner has been allocated Net Termination Gain equal to any such deficit balance in its Adjusted Capital Account;

(B) Second, (x) to the General Partner in accordance with its Percentage Interest and (y) to all Unitholders holding Common Units, Pro Rata, a percentage equal to 100% less the General Partner's Percentage Interest, until the Capital Account in respect of each Common Unit then Outstanding is equal to the sum of (1) its Unrecovered Initial Unit Price, (2) if the Net Termination Gain is attributable to Liquidation Gain, the Minimum Quarterly Distribution for the Quarter during which the Liquidation Date occurs, reduced by any distribution pursuant to Section 6.4(a)(i) or Section 6.4(b)(i) with respect to such Common Unit for such Quarter (the amount determined pursuant to this clause (2) is hereinafter referred to as the "***Unpaid MQD***") and (3) any then existing Cumulative Common Unit Arrearage;

(C) Third, if such Net Termination Gain is recognized (or is deemed to be recognized) prior to the conversion of the last Outstanding Subordinated Unit into a Common Unit, (x) to the General Partner in accordance with its Percentage Interest and (y) to all Unitholders holding Subordinated Units, Pro Rata, a percentage equal to 100% less the General Partner's Percentage Interest, until the Capital Account in respect of each Subordinated Unit then Outstanding equals the sum of (1) its Unrecovered Initial Unit Price, determined for the taxable period (or portion thereof) to which this allocation of gain relates, and (2) if the Net Termination Gain is attributable to Liquidation Gain, the Minimum Quarterly Distribution for the Quarter during which the Liquidation Date occurs, reduced by any distribution pursuant to Section 6.4(a)(iii) with respect to such Subordinated Unit for such Quarter;

(D) Fourth, 100% to the General Partner and all Unitholders, Pro Rata, until the Capital Account in respect of each Common Unit then Outstanding is equal to the sum of (1) its Unrecovered Initial Unit Price, (2) the Unpaid MQD, (3) any then existing Cumulative Common Unit Arrearage, and (4) the excess of (aa) the First Target Distribution less the Minimum Quarterly Distribution for each Quarter after the Closing Date or the date of the most recent IDR Reset Election, if any, over (bb) the cumulative per Unit amount of any distributions of Available Cash that is deemed to be Operating Surplus made pursuant to Section 6.4(a)(iv) and Section 6.4(b)(ii) with respect to such Common Unit for such period (the sum of subclauses (1), (2), (3) and (4) is hereinafter referred to as the "***First Liquidation Target Amount***");

(E) Fifth, (x) to the General Partner in accordance with its Percentage Interest, (y) 13% to the holders of the Incentive Distribution Rights, Pro Rata, and (z) to all Unitholders, Pro Rata, a percentage equal to 100% less the sum of the percentages applicable to subclauses (x) and (y) of this clause (E), until the Capital Account in respect of each Common Unit then Outstanding is equal to the sum of (1) the First Liquidation Target Amount, and (2) the excess of (aa) the Second Target Distribution less the First Target Distribution for each Quarter after the Closing Date or the date of the most recent IDR Reset Election, if any, over (bb) the cumulative per Unit amount of any distributions of Available Cash that is deemed to be Operating Surplus made pursuant to Section 6.4(a)(v) and Section 6.4(b)(iii) with respect to such Common Unit for such period (the sum of subclauses (1) and (2) is hereinafter referred to as the "***Second Liquidation Target Amount***");

(F) Sixth, (x) to the General Partner in accordance with its Percentage Interest, (y) 23% to the holders of the Incentive Distribution Rights, Pro Rata, and (z) to all Unitholders, Pro Rata, a percentage equal to 100% less the sum of the percentages applicable to subclauses (x) and (y) of this clause (F), until the Capital Account in respect of each Common Unit then Outstanding is equal to the sum of (1) the Second Liquidation Target Amount, and (2) the excess of (aa) the Third Target Distribution less the Second Target Distribution for each Quarter after the Closing Date

or the date of the most recent IDR Reset Election, if any, over (bb) the cumulative per Unit amount of any distributions of Available Cash that is deemed to be Operating Surplus made pursuant to Section 6.4(a)(vi) and Section 6.4(b)(iv) with respect to such Common Unit for such period; and

(G) Finally, (x) to the General Partner in accordance with its Percentage Interest, (y) 48% to the holders of the Incentive Distribution Rights, Pro Rata, and (z) to all Unitholders, Pro Rata, a percentage equal to 100% less the sum of the percentages applicable to subclauses (x) and (y) of this clause (G).

Notwithstanding the foregoing provisions in this Section 6.1(c)(i), the General Partner may adjust the amount of any Net Termination Gain arising in connection with a Revaluation Event that is allocated to the holders of Incentive Distribution Rights in a manner that will result (1) in the Capital Account for each Common Unit that is Outstanding prior to such Revaluation Event being equal to the Event Issue Value and (2) to the greatest extent possible, the Capital Account with respect to the Incentive Distribution Rights that are Outstanding prior to such Revaluation Event being equal to the amount of Net Termination Gain that would be allocated to the holders of the Incentive Distribution Rights pursuant to this Section 6.1(c)(i) if (i) the Capital Accounts with respect to all Partnership Interests that were Outstanding immediately prior to such Revaluation Event were equal to zero and (ii) the aggregate Carrying Value of all Partnership property equaled the aggregate amount of all of the Partnership's Liabilities.

(ii) Except as otherwise provided by Section 6.1(c)(iii) or Section 6.1(c)(iv), Net Termination Loss (including a pro rata part of each item of income, gain, loss, and deduction taken into account in computing Net Termination Loss) shall be allocated:

(A) First, if Subordinated Units remain Outstanding, (x) to the General Partner in accordance with its Percentage Interest and (y) to all Unitholders holding Subordinated Units, Pro Rata, a percentage equal to 100% less the General Partner's Percentage Interest, until the Adjusted Capital Account in respect of each Subordinated Unit then Outstanding has been reduced to zero;

(B) Second, (x) to the General Partner in accordance with its Percentage Interest and (y) to all Unitholders holding Common Units, Pro Rata, a percentage equal to 100% less the General Partner's Percentage Interest, until the Capital Account in respect of each Common Unit then Outstanding has been reduced to zero; and

(C) Third, the balance, if any, 100% to the General Partner.

(iii) Net Termination Loss attributable to Revaluation Loss and deemed recognized prior to the conversion of the last Outstanding Subordinated Unit and prior to the Liquidation Date shall be allocated:

(A) First, (x) to the General Partner in accordance with its Percentage Interest and (y) to all Unitholders, Pro Rata, a percentage equal to 100% less the General Partner's Percentage Interest, until the Capital Account in respect of each Common Unit then Outstanding equals the Event Issue Value; *provided* that Net

Termination Loss shall not be allocated pursuant to this Section 6.1(c)(iii)(A) to the extent such allocation would cause any Unitholder to have a deficit balance in its Adjusted Capital Account at the end of such taxable period (or increase any existing deficit in its Adjusted Capital Account)

(B) Second, (x) to the General Partner in accordance with its Percentage Interest and (y) to all Unitholders holding Subordinated Units, Pro Rata, a percentage equal to 100% less the General Partner's Percentage Interest; *provided* that Net Termination Loss shall not be allocated pursuant to this Section 6.1(c)(iii)(B) to the extent such allocation would cause any Unitholder to have a deficit balance in its Adjusted Capital Account at the end of such taxable period (or increase any existing deficit in its Adjusted Capital Account); and

(C) The balance, if any, to the General Partner.

(iv) If (A) a Net Termination Loss has been allocated pursuant to Section 6.1(c)(iii), (B) a Net Termination Gain or Net Termination Loss subsequently occurs (other than as a result of a Revaluation Event) prior to the conversion of the last Outstanding Subordinated Unit and (C) after tentatively making all allocations of such Net Termination Gain or Net Termination Loss provided for in Section 6.1(c)(i) or Section 6.1(c)(ii), as applicable, the Capital Account in respect of each Common Unit does not equal the amount such Capital Account would have been if Section 6.1(c)(iii) had not been part of this Agreement and all prior allocations of Net Termination Gain and Net Termination Loss had been made pursuant to Section 6.1(c)(i) or Section 6.1(c)(ii), as applicable, then items of income, gain, loss and deduction included in such Net Termination Gain or Net Termination Loss, as applicable, shall be specially allocated to the General Partner and all Unitholders in a manner that will, to the maximum extent possible, cause the Capital Account in respect of each Common Unit to equal the amount such Capital Account would have been if all allocations of Net Termination Gain and Net Termination Loss had been made pursuant to Section 6.1(c)(i) or Section 6.1(c)(ii), as applicable.

(d) *Special Allocations*. Notwithstanding any other provision of this Section 6.1, the following special allocations shall be made for each taxable period:

(i) *Partnership Minimum Gain Chargeback*. Notwithstanding any other provision of this Section 6.1, if there is a net decrease in Partnership Minimum Gain during any Partnership taxable period, each Partner shall be allocated items of Partnership income and gain for such period (and, if necessary, subsequent periods) in the manner and amounts provided in Treasury Regulation Sections 1.704-2(f)(6), 1.704-2(g)(2) and 1.704-2(j)(2)(i), or any successor provision. For purposes of this Section 6.1(d), each Partner's Adjusted Capital Account balance shall be determined, and the allocation of gross income or gain required hereunder shall be effected, prior to the application of any other allocations pursuant to this Section 6.1(d) with respect to such taxable period (other than an allocation pursuant to Section 6.1(d)(vi) and Section 6.1(d)(vii)). This Section 6.1(d)(i) is intended to comply with the Partnership Minimum Gain chargeback requirement in Treasury Regulation Section 1.704-2(f) and shall be interpreted consistently therewith.

(ii) *Chargeback of Partner Nonrecourse Debt Minimum Gain*. Notwithstanding the other provisions of this Section 6.1 (other than Section 6.1(d)(i)), except as provided in Treasury Regulation Section 1.704-2(i)(4), if there is a net decrease in Partner Nonrecourse Debt Minimum Gain during any Partnership taxable period, any Partner with a share of Partner Nonrecourse Debt Minimum Gain at the beginning of such taxable period shall be allocated items of Partnership income and gain for such period (and, if necessary, subsequent periods) in the manner and amounts provided in Treasury Regulation Sections 1.704-2(i)(4) and 1.704-2(j)(2)(ii), or any successor provisions. For purposes of this Section 6.1(d), each Partner's Adjusted Capital Account balance shall be determined, and the allocation of gross income or gain required hereunder shall be effected, prior to the application of any other allocations pursuant to this Section 6.1(d), other than Section 6.1(d)(i) and other than an allocation pursuant to Section 6.1(d)(vi) and Section 6.1(d)(vii), with respect to such taxable period. This Section 6.1(d)(ii) is intended to comply with the chargeback of items of income and gain requirement in Treasury Regulation Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(iii) *Priority Allocations*.

(A) If the amount of cash or the Net Agreed Value of any property distributed (except cash or property distributed pursuant to Section 12.4) with respect to a Unit for a taxable period exceeds the amount of cash or the Net Agreed Value of property distributed with respect to another Unit for the same taxable period (the amount of the excess, an "***Excess Distribution***" and the Unit with respect to which the greater distribution is paid, an "***Excess Distribution Unit***"), then (1) there shall be allocated gross income and gain to each Unitholder receiving an Excess Distribution with respect to the Excess Distribution Unit until the aggregate amount of such items allocated with respect to such Excess Distribution Unit pursuant to this Section 6.1(d)(iii)(A) for the current taxable period and all previous taxable periods is equal to the amount of the Excess Distribution; and (2) the General Partner shall be allocated gross income and gain with respect to each such Excess Distribution in an amount equal to the product obtained by multiplying (aa) the quotient determined by dividing (x) the General Partner's Percentage Interest at the time when the Excess Distribution occurs by (y) a percentage equal to 100% less the General Partner's Percentage Interest at the time when the Excess Distribution occurs, times (bb) the total amount allocated in clause (1) above with respect to such Excess Distribution.

(B) After the application of Section 6.1(d)(iii)(A), all or any portion of the remaining items of Partnership gross income or gain for the taxable period, if any, shall be allocated (1) to the holders of Incentive Distribution Rights, Pro Rata, until the aggregate amount of such items allocated to the holders of Incentive Distribution Rights pursuant to this Section 6.1(d)(iii)(B) for the current taxable period and all previous taxable periods is equal to the cumulative amount of all Incentive Distributions made to the holders of Incentive Distribution Rights from the Closing Date to a date 45 days after the end of the current taxable period; and (2) to the General Partner an amount equal to the product of (aa) an amount equal to the quotient determined by dividing (x) the General Partner's Percentage Interest by (y) the sum of 100 less the General Partner's Percentage Interest multiplied by (bb) the sum of the amounts allocated in clause (1) above.

(iv) *Qualified Income Offset*. In the event any Partner unexpectedly receives any adjustment, allocation or distribution described in Treasury Regulation Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), or 1.704-1(b)(2)(ii)(d)(6), items of Partnership gross income and gain shall be specially allocated to such Partner in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations promulgated under Section 704(b) of the Code, the deficit balance, if any, in its Adjusted Capital Account created by such adjustments, allocations or distributions as quickly as possible; *provided*, that an allocation pursuant to this Section 6.1(d)(iv) shall be made only if and to the extent that such Partner would have a deficit balance in its Adjusted Capital Account after all other allocations provided for in this Section 6.1 have been tentatively made as if this Section 6.1(d)(iv) were not in this Agreement.

(v) *Gross Income Allocation*. In the event any Partner has a deficit balance in its Capital Account at the end of any taxable period in excess of the sum of (A) the amount such Partner is required to restore pursuant to the provisions of this Agreement and (B) the amount such Partner is deemed obligated to restore pursuant to Treasury Regulation Sections 1.704-2(g) and 1.704-2(i)(5), such Partner shall be specially allocated items of Partnership gross income and gain in the amount of such excess as quickly as possible; *provided*, that an allocation pursuant to this Section 6.1(d)(v) shall be made only if and to the extent that such Partner would have a deficit balance in its Adjusted Capital Account after all other allocations provided for in this Section 6.1 have been tentatively made as if Section 6.1(d)(iv) and this Section 6.1(d)(v) were not in this Agreement.

(vi) *Nonrecourse Deductions*. Nonrecourse Deductions for any taxable period shall be allocated to the Partners Pro Rata. If the General Partner determines that the Partnership's Nonrecourse Deductions should be allocated in a different ratio to satisfy the safe harbor requirements of the Treasury Regulations promulgated under Section 704(b) of the Code, the General Partner is authorized to revise the prescribed ratio to the numerically closest ratio that satisfies such requirements.

(vii) *Partner Nonrecourse Deductions*. Partner Nonrecourse Deductions for any taxable period shall be allocated 100% to the Partner that bears the Economic Risk of Loss with respect to the Partner Nonrecourse Debt to which such Partner Nonrecourse Deductions are attributable in accordance with Treasury Regulation Section 1.704-2(i). If more than one Partner bears the Economic Risk of Loss with respect to a Partner Nonrecourse Debt, the Partner Nonrecourse Deductions attributable thereto shall be allocated between or among such Partners in accordance with the ratios in which they share such Economic Risk of Loss.

(viii) *Nonrecourse Liabilities*. For purposes of Treasury Regulation Section 1.752-3(a)(3), the Partners agree that Nonrecourse Liabilities of the Partnership in excess of the sum of (A) the amount of Partnership Minimum Gain and (B) the total amount of Nonrecourse Built-in Gain shall be allocated first, to any Partner that contributed property to the Partnership in proportion to and to the extent of the amount by which each such Partner's share

of any Section 704(c) built-in gains exceeds such Partner's share of Nonrecourse Built-in Gain, and second, among the Partners Pro Rata; *provided*, *however*, that pursuant to Temporary Treasury Regulation Sections 1.707-5T(a)(2)(i), liabilities shall be allocated for the purposes of Treasury Regulation Section 1.707-5 in accordance with the Partners' interests in the Partnership's profits, as determined by the General Partner.

(ix) *Certain Distributions Subject to Section 734(b).* To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Section 734(b) of the Code (including pursuant to Treasury Regulation Section 1.734-2(b)(1)) is required, pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts as a result of a distribution to a Partner in complete liquidation of such Partner's interest in the Partnership, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) taken into account pursuant to Section 5.5, and such item of gain or loss shall be specially allocated to the Partners in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Treasury Regulations.

(x) *Economic Uniformity*.

(A) At the election of the General Partner with respect to any taxable period ending upon, or after, the termination of the Subordination Period, all or a portion of the remaining items of Partnership gross income or gain for such taxable period, after taking into account allocations pursuant to Section 6.1(d)(iii), shall be allocated 100% to each Partner holding Subordinated Units that are Outstanding as of the termination of the Subordination Period ("***Final Subordinated Units***") in the proportion of the number of Final Subordinated Units held by such Partner to the total number of Final Subordinated Units then Outstanding, until each such Partner has been allocated an amount of gross income or gain that increases the Capital Account maintained with respect to such Final Subordinated Units to an amount that after taking into account the other allocations of income, gain, loss and deduction to be made with respect to such taxable period will equal the product of (1) the number of Final Subordinated Units held by such Partner and (2) the Per Unit Capital Amount for a Common Unit. The purpose of this allocation is to establish uniformity between the Capital Accounts underlying Final Subordinated Units and the Capital Accounts underlying Common Units held by Persons other than the General Partner and its Affiliates immediately prior to the conversion of such Final Subordinated Units into Common Units. This allocation method for establishing such economic uniformity will be available to the General Partner only if the method for allocating the Capital Account maintained with respect to the Subordinated Units between the transferred and retained Subordinated Units pursuant to Section 5.5(c)(ii) does not otherwise provide such economic uniformity to the Final Subordinated Units.

(B) Prior to making any allocations pursuant to Section 6.1(d)(xii)(C), if a Revaluation Event occurs during any taxable period of the Partnership ending upon, or after, the issuance of IDR Reset Common Units pursuant to

Section 5.11, then after the application of Section 6.1(d)(x)(A), any Unrealized Gains and Unrealized Losses shall be allocated among the Partners in a manner that to the nearest extent possible results in the Capital Accounts maintained with respect to such IDR Reset Common Units issued pursuant to Section 5.11 equaling the product of (1) the Aggregate Quantity of IDR Reset Common Units and (2) the Per Unit Capital Amount for an Initial Common Unit.

(C) Prior to making any allocations pursuant to Section 6.1(d)(xii)(C), if a Revaluation Event occurs, then after the application of Section 6.1(d)(x)(A)-(B), any remaining Unrealized Gains and Unrealized Losses shall be allocated to the holders of (A) Outstanding Privately Placed Units, Pro Rata, or (B) Outstanding Common Units (other than Privately Placed Units), Pro Rata, as applicable, in a manner that to the nearest extent possible results in the Capital Accounts maintained with respect to each Privately Placed Unit equaling the Per Unit Capital Amount for an Initial Common Unit.

(D) With respect to any taxable period during which an IDR Reset Common Unit is transferred to any Person who is not an Affiliate of the transferor, all or a portion of the remaining items of Partnership gross income or gain for such taxable period shall be allocated 100% to the transferor Partner of such transferred IDR Reset Common Unit until such transferor Partner has been allocated an amount of gross income or gain that increases the Capital Account maintained with respect to such transferred IDR Reset Common Unit to an amount equal to the Per Unit Capital Amount for an Initial Common Unit.

(E) For the proper administration of the Partnership and for the preservation of uniformity of the Limited Partner Interests (or any class or classes thereof), the General Partner shall (1) adopt such conventions as it deems appropriate in determining the amount of depreciation, amortization and cost recovery deductions; (2) make special allocations of income, gain, loss, deduction, Unrealized Gain or Unrealized Loss; and (3) amend the provisions of this Agreement as appropriate (x) to reflect the proposal or promulgation of Treasury Regulations under Section 704(b) or Section 704(c) of the Code or (y) otherwise to preserve or achieve uniformity of the Limited Partner Interests (or any class or classes thereof) that are publicly traded as a single class. The General Partner may adopt such conventions, make such allocations and make such amendments to this Agreement as provided in this Section 6.1(d)(x)(E) only if such conventions, allocations or amendments would not have a material adverse effect on the Partners, the holders of any class or classes of Outstanding Limited Partner Interests or the Partnership.

(xi) *Curative Allocation*.

(A) Notwithstanding any other provision of this Section 6.1, other than the Required Allocations, the General Partner shall take the Required Allocations into account in making the Agreed Allocations so that, to the extent possible, the net amount of items of gross income, gain, loss and deduction allocated to each

Partner pursuant to the Required Allocations and the Agreed Allocations, together, shall be equal to the net amount of such items that would have been allocated to each such Partner under the Agreed Allocations had the Required Allocations and the related Curative Allocation not otherwise been provided in this Section 6.1. In exercising its discretion under this Section 6.1(d)(xi)(A), the General Partner may take into account future Required Allocations that, although not yet made, are likely to offset other Required Allocations previously made. Allocations pursuant to this Section 6.1(d)(xi)(A) shall only be made with respect to Required Allocations to the extent the General Partner determines that such allocations will otherwise be inconsistent with the economic agreement among the Partners.

(B) The General Partner shall, with respect to each taxable period, (1) apply the provisions of Section 6.1(d)(xi)(A) in whatever order is most likely to minimize the economic distortions that might otherwise result from the Required Allocations, and (2) divide all allocations pursuant to Section 6.1(d)(xi)(A) among the Partners in a manner that is likely to minimize such economic distortions.

(xii) *Corrective and Other Allocations*. In the event of any allocation of Additional Book Basis Derivative Items or a Net Termination Loss, the following rules shall apply:

(A) The General Partner shall allocate Additional Book Basis Derivative Items consisting of depreciation, amortization, depletion or any other form of cost recovery (other than Additional Book Basis Derivative Items included in Net Termination Gain or Net Termination Loss) with respect to any Adjusted Property to the Unitholders, Pro Rata, the holders of Incentive Distribution Rights, and the General Partner in the same proportion as the Net Termination Gain or Net Termination Loss resulting from the Revaluation Event that gave rise to such Additional Book Basis Derivative Items was allocated to them pursuant to Section 6.1(c).

(B) If a sale or other taxable disposition of an Adjusted Property, including, for this purpose, inventory ("***Disposed of Adjusted Property***") occurs other than in connection with an event giving rise to Sale Gain or Sale Loss, the General Partner shall allocate (1) items of gross income and gain (x) away from the holders of Incentive Distribution Rights and the General Partner and (y) to the Unitholders, or (2) items of deduction and loss (x) away from the Unitholders and (y) to the holders of Incentive Distribution Rights and the General Partner, to the extent that the Additional Book Basis Derivative Items with respect to the Disposed of Adjusted Property (determined in accordance with the last sentence of the definition of Additional Book Basis Derivative Items) treated as having been allocated to the Unitholders pursuant to this Section 6.1(d)(xii)(B) exceed their Share of Additional Book Basis Derivative Items with respect to such Disposed of Adjusted Property. For purposes of this Section 6.1(d)(xii)(B), the Unitholders shall be treated as having been allocated Additional Book Basis Derivative Items to the extent that such Additional Book Basis Derivative Items have reduced the amount of income that would otherwise have been allocated to the Unitholders under the Partnership Agreement (e.g., Additional Book Basis Derivative

Items taken into account in computing cost of goods sold would reduce the amount of book income otherwise available for allocation among the Partners). Any allocation made pursuant to this Section 6.1(d)(xii)(B) shall be made after all of the other Agreed Allocations have been made as if this Section 6.1(d)(xii) were not in this Agreement and, to the extent necessary, shall require the reallocation of items that have been allocated pursuant to such other Agreed Allocations.

(C) Net Termination Loss in an amount equal to the lesser of (1) such Net Termination Loss and (2) the Aggregate Remaining Net Positive Adjustments shall be allocated in such manner as is determined by the General Partner that, to the extent possible, the Capital Account balances of the Partners will equal the amount they would have been had no prior Book-Up Events occurred, and any remaining Net Termination Loss shall be allocated pursuant to Section 6.1(c) hereof. In allocating Net Termination Loss pursuant to this Section 6.1(d)(xii)(C), the General Partner shall attempt, to the extent possible, to cause the Capital Accounts of the Unitholders, on the one hand, and holders of the Incentive Distribution Rights, on the other hand, to equal the amount they would equal if (i) the Carrying Values of the Partnership's property had not been previously adjusted in connection with any prior Book-Up Events, (ii) Unrealized Gain and Unrealized Loss (or, in the case of a liquidation, Liquidation Gain or Liquidation Loss) with respect to such Partnership Property were determined with respect to such unadjusted Carrying Values, and (iii) any resulting Net Termination Gain had been allocated pursuant to Section 6.1(c)(i) (including, for the avoidance of doubt, taking into account the provisions set forth in the last sentence of Section 6.1(c)(i)).

(D) In making the allocations required under this Section 6.1(d)(xii), the General Partner may apply whatever conventions or other methodology it determines will satisfy the purpose of this Section 6.1(d)(xii). Without limiting the foregoing, if an Adjusted Property is contributed by the Partnership to another entity classified as a partnership for U.S. federal income tax purposes (the "lower tier partnership"), the General Partner may make allocations similar to those described in Sections 6.1(d)(xii)(A), (B), and (C) to the extent the General Partner determines such allocations are necessary to account for the Partnership's allocable share of income, gain, loss and deduction of the lower tier partnership that relate to the contributed Adjusted Property in a manner that is consistent with the purpose of this Section 6.1(d)(xii).

(xiii) *Special Curative Allocation in Event of Liquidation Prior to Conversion of the Last Outstanding Subordinated Unit*. Notwithstanding any other provision of this Section 6.1 (other than the Required Allocations), if (1) the Liquidation Date occurs prior to the conversion of the last Outstanding Subordinated Unit and (2) after having made all other allocations provided for in this Section 6.1 for the taxable period in which the Liquidation Date occurs, the Capital Account in respect of each Common Unit does not equal the amount such Capital Account would have been if Section 6.1(c)(iii) and Section 6.1(c)(iv) had not been part of this Agreement and all prior allocations of Net Termination Gain and Net Termination Loss had been made pursuant to Section 6.1(c)(i) or Section 6.1(c)(ii), as applicable, then items of income, gain, loss and deduction for such taxable period shall be reallocated among all Unitholders in a manner determined appropriate by the General Partner so as to cause, to the

maximum extent possible, the Capital Account in respect of each Common Unit to equal the amount such Capital Account would have been if all prior allocations of Net Termination Gain and Net Termination Loss had been made pursuant to Section 6.1(c)(i) or Section 6.1(c)(ii), as applicable. For the avoidance of doubt, the reallocation of items set forth in the immediately preceding sentence provides that, to the extent necessary to achieve the Capital Account balances described above, (x) items of income and gain that would otherwise be included in Net Income or Net Loss, as the case may be, for the taxable period in which the Liquidation Date occurs shall be reallocated from the Unitholders holding Subordinated Units to Unitholders holding Common Units and (y) items of deduction and loss that would otherwise be included in Net Income or Net Loss, as the case may be, for the taxable period in which the Liquidation Date occurs shall be reallocated from Unitholders holding Common Units to the Unitholders holding Subordinated Units. In the event that (1) the Liquidation Date occurs on or before the date (not including any extension of time prescribed by law) for the filing of the Partnership's federal income tax return for the taxable period immediately prior to the taxable period in which the Liquidation Date occurs and (2) the reallocation of items for the taxable period in which the Liquidation Date occurs as set forth above in this Section 6.1(d)(xiii) fails to achieve the Capital Account balances described above, items of income, gain, loss and deduction that would otherwise be included in the Net Income or Net Loss, as the case may be, for such prior taxable period shall be reallocated among the Unitholders in a manner that will, to the maximum extent possible and after taking into account all other allocations made pursuant to this Section 6.1(d)(xiii), cause the Capital Account in respect of each Common Unit to equal the amount such Capital Account would have been if all prior allocations of Net Termination Gain and Net Termination Loss had been made pursuant to Section 6.1(c)(i) or Section 6.1(c)(ii), as applicable.

(xiv) *Allocations Regarding Certain Payments Made to Employees and Other Service Providers*. Consistent with the principles of Treasury Regulation Section 1.83-6(d), if any Partner (or its successor) transfers property (including cash) to any employee or other service provider of the Partnership Group and such Partner is not entitled to be reimbursed by (or otherwise elects not to seek reimbursement from) the Partnership for the value of such property, then any items of deduction or loss resulting from or attributable to such transfer shall be allocated to the Partner (or its successor) that made such transfer and such Partner shall be deemed to have contributed such property to the Partnership pursuant to Section 5.12.

Section 6.2 *Allocations for Tax Purposes*.

(a) Except as otherwise provided herein, for U.S. federal income tax purposes, each item of income, gain, loss and deduction shall be allocated among the Partners in the same manner as its correlative item of "book" income, gain, loss or deduction is allocated pursuant to Section 6.1.

(b) In an attempt to eliminate Book-Tax Disparities attributable to a Contributed Property or Adjusted Property, items of income, gain, loss, depreciation, amortization and cost recovery deductions shall be allocated for U.S. federal income tax purposes among the Partners in the manner provided under Section 704(c) of the Code, and the Treasury Regulations promulgated under Section 704(b) and 704(c) of the Code, as determined appropriate by the General Partner (taking into account the General Partner's discretion under Section 6.1(d)(x)(F)); *provided*, that in all events the General Partner shall apply the "remedial allocation method" in accordance with the principles of Treasury Regulation Section 1.704-3(d).

(c) The General Partner may determine to depreciate or amortize the portion of an adjustment under Section 743(b) of the Code attributable to unrealized appreciation in any Adjusted Property (to the extent of the unamortized Book-Tax Disparity) using a predetermined rate derived from the depreciation or amortization method and useful life applied to the unamortized Book-Tax Disparity of such property, despite any inconsistency of such approach with Treasury Regulation Section 1.167(c)-l(a)(6) or any successor regulations thereto. If the General Partner determines that such reporting position cannot reasonably be taken, the General Partner may adopt depreciation and amortization conventions under which all purchasers acquiring Limited Partner Interests in the same month would receive depreciation and amortization deductions, based upon the same applicable rate as if they had purchased a direct interest in the Partnership's property. If the General Partner chooses not to utilize such aggregate method, the General Partner may use any other depreciation and amortization conventions to preserve the uniformity of the intrinsic tax characteristics of any Limited Partner Interests, so long as such conventions would not have a material adverse effect on the Limited Partners or the Record Holders of any class or classes of Limited Partner Interests.

(d) In accordance with Treasury Regulation Sections 1.1245-1(e) and 1.1250-1(f), any gain allocated to the Partners upon the sale or other taxable disposition of any Partnership asset shall, to the extent possible, after taking into account other required allocations of gain pursuant to this Section 6.2, be characterized as Recapture Income in the same proportions and to the same extent as such Partners (or their predecessors in interest) have been allocated any deductions directly or indirectly giving rise to the treatment of such gains as Recapture Income.

(e) All items of income, gain, loss, deduction and credit recognized by the Partnership for U.S. federal income tax purposes and allocated to the Partners in accordance with the provisions hereof shall be determined without regard to any election under Section 754 of the Code that may be made by the Partnership; *provided*, *however*, that such allocations, once made, shall be adjusted (in the manner determined by the General Partner) to take into account those adjustments permitted or required by Sections 734 and 743 of the Code.

(f) Each item of Partnership income, gain, loss and deduction shall, for U.S. federal income tax purposes, be determined for each taxable period and prorated on a monthly basis and shall be allocated to the Partners as of the opening of the National Securities Exchange on which Partnership Interests are listed or admitted to trading on the first Business Day of each month; *provided*, *however*, such items for the period beginning on the Closing Date and ending on the last day of the month in which the Closing Date occurs shall be allocated to the Partners (including all Partners who acquire Units pursuant to the Contribution Agreement) as of the closing of the National Securities Exchange on which Partnership Interests are listed or admitted to trading on the last Business Day of the next succeeding month; and *provided*, *further*, that gain or loss on a sale or other disposition of any assets of the Partnership or any other extraordinary item of income, gain, loss or deduction as determined by the General Partner, shall be allocated to the Partners as of the opening of the National Securities Exchange on which

Partnership Interests are listed or admitted to trading on the first Business Day of the month in which such item is recognized for federal income tax purposes. The General Partner may revise, alter or otherwise modify such methods of allocation to the extent permitted or required by Section 706 of the Code and the regulations or rulings promulgated thereunder.

(g) Allocations that would otherwise be made to a Limited Partner under the provisions of this Article VI shall instead be made to the beneficial owner of Limited Partner Interests held by a nominee, agent or representative in any case in which such nominee, agent or representative has furnished the identity of such owner to the Partnership in accordance with Section 6031(c) of the Code or any other method determined by the General Partner.

(h) If, as a result of an exercise of a Noncompensatory Option, a Capital Account reallocation is required under Treasury Regulation Section 1.704-1(b)(2)(iv)(s)(3), the General Partner shall make corrective allocations pursuant to Treasury Regulation Section 1.704-1(b)(4)(x).

Section 6.3 *Requirement and Characterization of Distributions; Distributions to Record Holders*.

(a) Within 45 days following the end of each Quarter commencing with the Quarter ending on June 30, 2017, an amount equal to 100% of Available Cash with respect to such Quarter shall be distributed in accordance with this Article VI by the Partnership to the Partners as of the Record Date selected by the General Partner. The Record Date for the first distribution of Available Cash shall not be prior to the final closing or the expiration of the Over-Allotment Option or the Deferred Issuance, as applicable. All amounts of Available Cash distributed by the Partnership on any date from any source shall be deemed to be Operating Surplus until the sum of all amounts of Available Cash theretofore distributed by the Partnership to the Partners pursuant to Section 6.4 equals the Operating Surplus from the Closing Date through the close of the immediately preceding Quarter. Any remaining amounts of Available Cash distributed by the Partnership on such date shall, except as otherwise provided in Section 6.5, be deemed to be "***Capital Surplus***." Distributions and redemption payments, if any, by the Partnership shall be subject to the Delaware Act, notwithstanding any other provision of this Agreement.

(b) Notwithstanding Section 6.3(a) (but subject to the last sentence of Section 6.3(a)), in the event of the dissolution and liquidation of the Partnership, all cash received during or after the Quarter in which the Liquidation Date occurs shall be applied and distributed solely in accordance with, and subject to the terms and conditions of, Section 12.4.

(c) The General Partner may treat taxes paid by the Partnership on behalf of, or amounts withheld with respect to, all or less than all of the Partners, as a distribution of Available Cash to such Partners, as determined appropriate under the circumstances by the General Partner.

(d) Each distribution in respect of a Partnership Interest shall be paid by the Partnership, directly or through the Transfer Agent or through any other Person or agent, only to the Record Holder of such Partnership Interest as of the Record Date set for such distribution.

Such payment shall constitute full payment and satisfaction of the Partnership's liability in respect of such payment, regardless of any claim of any Person who may have an interest in such payment by reason of an assignment or otherwise.

Section 6.4 *Distributions of Available Cash from Operating Surplus*.

(a) *During the Subordination Period*. Available Cash with respect to any Quarter within the Subordination Period that is deemed to be Operating Surplus pursuant to the provisions of Section 6.3 or 6.5 shall be distributed as follows, except as otherwise required in respect of additional Partnership Interests or Derivative Partnership Interests issued pursuant to Section 5.6(b):

(i) First, (x) to the General Partner in accordance with its Percentage Interest and (y) to the Unitholders holding Common Units, Pro Rata, a percentage equal to 100% less the General Partner's Percentage Interest, until there has been distributed in respect of each Common Unit then Outstanding an amount equal to the Minimum Quarterly Distribution for such Quarter;

(ii) Second, (x) to the General Partner in accordance with its Percentage Interest and (y) to the Unitholders holding Common Units, Pro Rata, a percentage equal to 100% less the General Partner's Percentage Interest, until there has been distributed in respect of each Common Unit then Outstanding an amount equal to the Cumulative Common Unit Arrearage existing with respect to such Quarter;

(iii) Third, (x) to the General Partner in accordance with its Percentage Interest and (y) to the Unitholders holding Subordinated Units, Pro Rata, a percentage equal to 100% less the General Partner's Percentage Interest, until there has been distributed in respect of each Subordinated Unit then Outstanding an amount equal to the Minimum Quarterly Distribution for such Quarter;

(iv) Fourth, to the General Partner and all Unitholders, Pro Rata, until there has been distributed in respect of each Unit then Outstanding an amount equal to the excess of the First Target Distribution over the Minimum Quarterly Distribution for such Quarter;

(v) Fifth, (A) to the General Partner in accordance with its Percentage Interest, (B) 13% to the holders of the Incentive Distribution Rights, Pro Rata, and (C) to all Unitholders, Pro Rata, a percentage equal to 100% less the sum of the percentages applicable to subclauses (A) and (B) of this clause (v), until there has been distributed in respect of each Unit then Outstanding an amount equal to the excess of the Second Target Distribution over the First Target Distribution for such Quarter;

(vi) Sixth, (A) to the General Partner in accordance with its Percentage Interest, (B) 23% to the holders of the Incentive Distribution Rights, Pro Rata, and (C) to all Unitholders, Pro Rata, a percentage equal to 100% less the sum of the percentages applicable to subclauses (A) and (B) of this clause (vi), until there has been distributed in respect of each Unit then Outstanding an amount equal to the excess of the Third Target Distribution over the Second Target Distribution for such Quarter; and

(vii) Thereafter, (A) to the General Partner in accordance with its Percentage Interest, (B) 48% to the holders of the Incentive Distribution Rights, Pro Rata, and (C) to all Unitholders, Pro Rata, a percentage equal to 100% less the sum of the percentages applicable to subclauses (A) and (B) of this clause (vii);

provided, however, that if the Minimum Quarterly Distribution, the First Target Distribution, the Second Target Distribution and the Third Target Distribution have been reduced to zero pursuant to the second sentence of Section 6.6(a), the distribution of Available Cash that is deemed to be Operating Surplus with respect to any Quarter will be made solely in accordance with Section 6.4(a)(vii).

(b) *After the Subordination Period*. Available Cash with respect to any Quarter after the Subordination Period that is deemed to be Operating Surplus pursuant to the provisions of Section 6.3 or Section 6.5 shall be distributed as follows, except as otherwise required in respect of additional Partnership Interests issued pursuant to Section 5.6(b):

(i) First, to the General Partner and all Unitholders, Pro Rata, until there has been distributed in respect of each Unit then Outstanding an amount equal to the Minimum Quarterly Distribution for such Quarter;

(ii) Second, to the General Partner and all Unitholders, Pro Rata, until there has been distributed in respect of each Unit then Outstanding an amount equal to the excess of the First Target Distribution over the Minimum Quarterly Distribution for such Quarter;

(iii) Third, (A) to the General Partner in accordance with its Percentage Interest, (B) 13% to the holders of the Incentive Distribution Rights, Pro Rata, and (C) to all Unitholders, Pro Rata, a percentage equal to 100% less the sum of the percentages applicable to subclauses (A) and (B) of this clause (iii), until there has been distributed in respect of each Unit then Outstanding an amount equal to the excess of the Second Target Distribution over the First Target Distribution for such Quarter;

(iv) Fourth, (A) to the General Partner in accordance with its Percentage Interest, (B) 23% to the holders of the Incentive Distribution Rights, Pro Rata, and (C) to all Unitholders, Pro Rata, a percentage equal to 100% less the sum of the percentages applicable to subclauses (A) and (B) of this clause (iv), until there has been distributed in respect of each Unit then Outstanding an amount equal to the excess of the Third Target Distribution over the Second Target Distribution for such Quarter; and

(v) Thereafter, (A) to the General Partner in accordance with its Percentage Interest, (B) 48% to the holders of the Incentive Distribution Rights, Pro Rata, and (C) to all Unitholders, Pro Rata, a percentage equal to 100% less the sum of the percentages applicable to subclauses (A) and (B) of this clause (v);

provided, however, that if the Minimum Quarterly Distribution, the First Target Distribution, the Second Target Distribution and the Third Target Distribution have been reduced to zero pursuant to the second sentence of Section 6.6(a), the distribution of Available Cash that is deemed to be Operating Surplus with respect to any Quarter will be made solely in accordance with Section 6.4(b)(v).

Section 6.5 *Distributions of Available Cash from Capital Surplus*. Available Cash that is deemed to be Capital Surplus pursuant to the provisions of Section 6.3(a) shall be distributed, unless the provisions of Section 6.3 require otherwise, to the General Partner and the Unitholders, Pro Rata, until a hypothetical holder of a Common Unit acquired on the Closing Date has received with respect to such Common Unit distributions of Available Cash that are deemed to be Capital Surplus in an aggregate amount equal to the Initial Unit Price. Available Cash that is deemed to be Capital Surplus shall then be distributed (A) to the General Partner in accordance with its Percentage Interest and (B) to all Unitholders holding Common Units, Pro Rata, a percentage equal to 100% less the General Partner's Percentage Interest, until there has been distributed in respect of each Common Unit then Outstanding an amount equal to the Cumulative Common Unit Arrearage. Thereafter, all Available Cash shall be distributed as if it were Operating Surplus and shall be distributed in accordance with Section 6.4.

Section 6.6 *Adjustment of Minimum Quarterly Distribution and Target Distribution Levels*.

(a) The Minimum Quarterly Distribution, Target Distributions, Common Unit Arrearages and Cumulative Common Unit Arrearages shall be proportionately adjusted in the event of any distribution, combination or subdivision (whether effected by a distribution payable in Units or otherwise) of Units or other Partnership Interests in accordance with Section 5.9. In the event of a distribution of Available Cash that is deemed to be from Capital Surplus, the then applicable Minimum Quarterly Distribution and Target Distributions shall be adjusted proportionately downward in the same proportion that the distribution had to the fair market value of the Common Units immediately prior to the announcement of the distribution. If the Common Units are publicly traded on a National Securities Exchange, then the fair market value will be the Current Market Price before the ex-dividend date, and if the Common Units are not publicly traded, then the fair market value for the purposes of the immediately preceding sentence will be determined by the Board of Directors.

(b) The Minimum Quarterly Distribution, First Target Distribution, Second Target Distribution and Third Target Distribution, shall also be subject to adjustment pursuant to Section 5.11 and Section 6.9.

Section 6.7 *Special Provisions Relating to the Holders of Subordinated Units*.

(a) Except with respect to the right to vote on or approve matters requiring the vote or approval of a percentage of the holders of Outstanding Common Units and the right to participate in allocations of income, gain, loss and deduction and distributions made with respect to Common Units, the holder of a Subordinated Unit shall have all of the rights and obligations of a Unitholder holding Common Units hereunder; *provided*, *however*, that immediately upon the conversion of Subordinated Units into Common Units pursuant to Section 5.7, the Unitholder holding a Subordinated Unit shall possess all of the rights and obligations of a Unitholder holding Common Units hereunder with respect to such converted Subordinated Units, including

the right to vote as a Common Unitholder and the right to participate in allocations of income, gain, loss and deduction and distributions made with respect to Common Units; *provided*, *however*, that such converted Subordinated Units shall remain subject to the provisions of Sections 5.5(c)(ii), 6.1(d)(x)(A), 6.7(b) and 6.7(c).

(b) A Unitholder shall not be permitted to transfer a Subordinated Unit or a Subordinated Unit that has converted into a Common Unit pursuant to Section 5.7 (other than a transfer to an Affiliate) if the remaining balance in the transferring Unitholder's Capital Account with respect to the retained Subordinated Units or retained converted Subordinated Units would be negative after giving effect to the allocation under Section 5.5(c)(ii)(B).

(c) The holder of a Common Unit that has resulted from the conversion of a Subordinated Unit pursuant to Section 5.7 shall not be issued a Common Unit Certificate pursuant to Section 4.1 (if the Common Units are represented by Certificates) and shall not be permitted to transfer such Common Unit to a Person that is not an Affiliate of the holder until such time as the General Partner determines, based on advice of counsel, that each such Common Unit should have, as a substantive matter, like intrinsic economic and federal income tax characteristics, in all material respects, to the intrinsic economic and federal income tax characteristics of an Initial Common Unit. In connection with the condition imposed by this Section 6.7(c), the General Partner may take whatever steps are required to provide economic uniformity to such Common Units in preparation for a transfer of such Common Units, including the application of Sections 5.5(c)(ii), 6.1(d)(x) and 6.7(b); *provided*, *however*, that no such steps may be taken that would have a material adverse effect on the Unitholders holding Common Units.

Section 6.8 *Special Provisions Relating to the Holders of Incentive Distribution Rights*.

(a) Notwithstanding anything to the contrary set forth in this Agreement, the holders of the Incentive Distribution Rights (1) shall (x) possess the rights and obligations provided in this Agreement with respect to a Limited Partner pursuant to Article III and Article VII and (y) have a Capital Account as a Partner pursuant to Section 5.5 and all other provisions related thereto and (2) shall not (x) be entitled to vote on any matters requiring the approval or vote of the holders of Outstanding Units, except as provided by law, (y) be entitled to any distributions other than as provided in Sections 6.4(a)(v), (vi) and (vii), Sections 6.4(b)(iii), (iv) and (v), and Section 12.4 or (z) be allocated items of income, gain, loss or deduction other than as specified in this Article VI; *provided*, *however*, that for the avoidance of doubt, the foregoing shall not preclude the Partnership from making any other payments or distributions in connection with other actions permitted by this Agreement.

(b) A Unitholder shall not be permitted to transfer an IDR Reset Common Unit (other than a transfer to an Affiliate) if the remaining balance in the transferring Unitholder's Capital Account with respect to the retained IDR Reset Common Units would be negative after giving effect to the allocation under Section 5.5(c)(iii).

(c) A holder of an IDR Reset Common Unit that was issued in connection with an IDR Reset Election pursuant to Section 5.11 shall not be issued a Common Unit Certificate pursuant to Section 4.1 (if the Common Units are evidenced by Certificates) or evidence of the issuance of uncertificated Common Units, and shall not be permitted to transfer such Common Unit to a Person that is not an Affiliate of such holder, until such time as the General Partner determines, based on advice of counsel, that each such IDR Reset Common Unit should have, as a substantive matter, like intrinsic economic and federal income tax characteristics, in all material respects, to the intrinsic economic and federal income tax characteristics of an Initial Common Unit. In connection with the condition imposed by this Section 6.8(c), the General Partner may take whatever steps are required to provide economic uniformity to such IDR Reset Common Units in preparation for a transfer of such IDR Reset Common Units, including the application of Section 5.5(c)(iii), Section 6.1(d)(x)(B), or Section 6.1(d)(x)(C); *provided, however*, that no such steps may be taken that would have a material adverse effect on the Unitholders holding Common Units.

Section 6.9 *Entity-Level Taxation*. If legislation is enacted, the official interpretation of existing legislation is modified by a governmental authority or action is taken by the General Partner under Section 15.1, which after giving effect to such enactment, modification or action, results in a Group Member becoming subject to federal, state or local or non-U.S. income or withholding taxes in excess of the amount of such taxes due from the Group Member prior to such enactment, modification or action (including, for the avoidance of doubt, any increase in the rate of such taxation applicable to the Group Member), then the General Partner may, in its sole and absolute discretion, reduce the Minimum Quarterly Distribution and the Target Distributions by the amount of income or withholding taxes that are payable by reason of any such new legislation, interpretation or action (the "***Incremental Income Taxes***"), or any portion thereof selected by the General Partner, in the manner provided in this Section 6.9. If the General Partner elects to reduce the Minimum Quarterly Distribution and the Target Distributions for any Quarter with respect to all or a portion of any Incremental Income Taxes, the General Partner shall estimate for such Quarter the Partnership Group's aggregate liability (the "***Estimated Incremental Quarterly Tax Amount***") for all (or the relevant portion of) such Incremental Income Taxes; provided that any difference between such estimate and the actual liability for Incremental Income Taxes (or the relevant portion thereof) for such Quarter may, to the extent determined by the General Partner, be taken into account in determining the Estimated Incremental Quarterly Tax Amount with respect to each Quarter in which any such difference can be determined. For each such Quarter, the Minimum Quarterly Distribution, First Target Distribution, Second Target Distribution and Third Target Distribution, shall be the product obtained by multiplying (a) the amounts therefor that are set out herein prior to the application of this Section 6.9 times (b) the quotient obtained by dividing (i) Available Cash with respect to such Quarter by (ii) the sum of Available Cash with respect to such Quarter and the Estimated Incremental Quarterly Tax Amount for such Quarter, as determined by the General Partner. For purposes of the foregoing, Available Cash with respect to a Quarter will be deemed reduced by the Estimated Incremental Quarterly Tax Amount for that Quarter.

ARTICLE VII
MANAGEMENT AND OPERATION OF BUSINESS

Section 7.1 *Management*.

(a) The General Partner shall conduct, direct and manage all activities of the Partnership. Except as otherwise expressly provided in this Agreement, all management powers over the business and affairs of the Partnership shall be exclusively vested in the General Partner, and no Limited Partner, in its capacity as such, shall have any management power over the business and affairs of the Partnership. In addition to the powers now or hereafter granted to a general partner of a limited partnership under applicable law or that are granted to the General Partner under any other provision of this Agreement, the General Partner, subject to Section 7.3, shall have full power and authority to do all things and on such terms as it determines to be necessary or appropriate to conduct the business of the Partnership, to exercise all powers set forth in Section 2.5 and to effectuate the purposes set forth in Section 2.4, including the following:

(i) the making of any expenditures, the lending or borrowing of money, the assumption or guarantee of, or other contracting for, indebtedness and other liabilities, the issuance of evidences of indebtedness, including indebtedness that is convertible into or exchangeable for Partnership Interests, and the incurring of any other obligations;

(ii) the making of tax, regulatory and other filings, or rendering of periodic or other reports to governmental or other agencies having jurisdiction over the business or assets of the Partnership;

(iii) the acquisition, disposition, mortgage, pledge, encumbrance, hypothecation or exchange of any or all of the assets of the Partnership or the merger or other combination of the Partnership with or into another Person (the matters described in this clause (iii) being subject, however, to any prior approval that may be required by Section 7.3 and Article XIV);

(iv) the use of the assets of the Partnership (including cash on hand) for any purpose consistent with the terms of this Agreement, including the financing of the conduct of the operations of the Partnership Group; subject to Section 7.6(a), the lending of funds to other Persons (including other Group Members); the repayment or guarantee of obligations of any Group Member; and the making of capital contributions to any Group Member;

(v) the negotiation, execution and performance of any contracts, conveyances or other instruments (including instruments that limit the liability of the Partnership under contractual arrangements to all or particular assets of the Partnership, with the other party to the contract to have no recourse against the General Partner or its assets other than its interest in the Partnership, even if the same results in the terms of the transaction being less favorable to the Partnership than would otherwise be the case);

(vi) the distribution of cash held by the Partnership;

(vii) the selection and dismissal of officers, employees, agents, internal and outside attorneys, accountants, consultants and contractors and the determination of their compensation and other terms of employment or hiring;

(viii) the maintenance of insurance for the benefit of the Partnership Group, the Partners and Indemnitees;

(ix) the formation of, or acquisition of an interest in, and the contribution of property and the making of loans to, any further limited or general partnerships, joint ventures, corporations, limited liability companies or other Persons (including the acquisition of interests in, and the contributions of property to, any Group Member from time to time) subject to the restrictions set forth in Section 2.4;

(x) the control of any matters affecting the rights and obligations of the Partnership, including the bringing and defending of actions at law or in equity and otherwise engaging in the conduct of litigation, arbitration or mediation and the incurring of legal expense and the settlement of claims and litigation;

(xi) the indemnification of any Person against liabilities and contingencies to the extent permitted by law;

(xii) the entering into of listing agreements with any National Securities Exchange and the delisting of some or all of the Limited Partner Interests from, or requesting that trading be suspended on, any such exchange (subject to any prior approval that may be required under Section 4.8);

(xiii) the purchase, sale or other acquisition or disposition of Partnership Interests, or the issuance of Derivative Partnership Interests;

(xiv) the undertaking of any action in connection with the Partnership's participation in the management of any Group Member;

(xv) the entering into of agreements with any of its Affiliates to render services to a Group Member or to itself in the discharge of its duties as General Partner of the Partnership; and

(xvi) the undertaking of any action to effectuate the provisions of Section 14.3(f) and Section 15.1.

(b) Notwithstanding any other provision of this Agreement, any Group Member Agreement, the Delaware Act or any applicable law, rule or regulation, each Record Holder and each other Person who may acquire an interest in a Partnership Interest or that is otherwise bound by this Agreement hereby (i) approves, ratifies and confirms the execution, delivery and performance by the parties thereto of this Agreement and the Group Member Agreement of each other Group Member, the IPO Underwriting Agreement, the Omnibus Agreement, the Contribution Agreement, the Secondment Agreement and the other agreements described in or filed as exhibits to the IPO Registration Statement that are related to the

transactions contemplated by the IPO Registration Statement (collectively, the "***Transaction Documents***") (in each case other than this Agreement, without giving effect to any amendments, supplements or restatements thereof entered into after the date such Person becomes bound by the provisions of this Agreement); (ii) agrees that the General Partner (on its own or on behalf of the Partnership) is authorized to execute, deliver and perform the agreements referred to in clause (i) of this sentence and the other agreements, acts, transactions and matters described in or contemplated by the IPO Registration Statement on behalf of the Partnership without any further act, approval or vote of the Partners or the other Persons who may acquire an interest in Partnership Interests or are otherwise bound by this Agreement; and (iii) agrees that the execution, delivery or performance by the General Partner, any Group Member or any Affiliate of any of them of this Agreement or any agreement authorized or permitted under this Agreement (including the exercise by the General Partner or any Affiliate of the General Partner of the rights accorded under Article XV or Article XVI) shall not constitute a breach by the General Partner of any duty that the General Partner may owe the Partnership or the Limited Partners or any other Persons under this Agreement (or any other agreements) or of any duty existing at law, in equity or otherwise.

Section 7.2 *Certificate of Limited Partnership*. The General Partner has caused the Certificate of Limited Partnership to be filed with the Secretary of State of the State of Delaware as required by the Delaware Act. The General Partner shall use all reasonable efforts to cause to be filed such other certificates or documents that the General Partner determines to be necessary or appropriate for the formation, continuation, qualification and operation of a limited partnership (or a partnership in which the limited partners have limited liability) in the State of Delaware or any other state in which the Partnership may elect to do business or own property. To the extent the General Partner determines such action to be necessary or appropriate, the General Partner shall file amendments to and restatements of the Certificate of Limited Partnership and do all things to maintain the Partnership as a limited partnership (or a partnership or other entity in which the limited partners have limited liability) under the laws of the State of Delaware or of any other state in which the Partnership may elect to do business or own property. Subject to the terms of Section 3.3(a), the General Partner shall not be required, before or after filing, to deliver or mail a copy of the Certificate of Limited Partnership, any qualification document or any amendment thereto to any Limited Partner.

Section 7.3 *Restrictions on the General Partner's Authority to Sell Assets of the Partnership Group*.

Except as provided in Article XII and Article XIV, the General Partner may not sell, exchange or otherwise dispose of all or substantially all of the assets of the Partnership Group, taken as a whole, in a single transaction or a series of related transactions (including by way of merger, consolidation or other combination or sale of ownership interests of the Partnership's Subsidiaries) without the approval of holders of a Unit Majority; *provided, however,* that this provision shall not preclude or limit the General Partner's ability to mortgage, pledge, hypothecate or grant a security interest in all or substantially all of the assets of the Partnership Group and shall not apply to any forced sale of any or all of the assets of the Partnership Group pursuant to the foreclosure of, or other realization upon, any such encumbrance.

Section 7.4 *Reimbursement of and Other Payments to the General Partner*.

(a) Except as provided in this Section 7.4, and elsewhere in this Agreement or in the Omnibus Agreement or the Secondment Agreement, the General Partner shall not be compensated for its services as a general partner or managing member of any Group Member.

(b) Except as may be otherwise provided in the Omnibus Agreement or the Secondment Agreement, the General Partner shall be reimbursed on a monthly basis, or such other basis as the General Partner may determine, for (i) all direct and indirect expenses it incurs or payments it makes on behalf of the Partnership Group (including salary, bonus, incentive compensation and other amounts paid to any Person, including Affiliates of the General Partner, to perform services for the Partnership Group or for the General Partner in the discharge of its duties to the Partnership Group), and (ii) all other expenses allocable to the Partnership Group or otherwise incurred by the General Partner or its Affiliates in connection with managing and operating the Partnership Group's business and affairs (including expenses allocated to the General Partner by its Affiliates). The General Partner shall determine the expenses that are allocable to the Partnership Group. Reimbursements pursuant to this Section 7.4 shall be in addition to any reimbursement to the General Partner as a result of indemnification pursuant to Section 7.7. Any allocation of expenses to the Partnership by the General Partner in a manner consistent with its or its Affiliates' past business practices shall be deemed to have been made in good faith.

(c) The General Partner, without the approval of the Limited Partners (who shall have no right to vote in respect thereof), may propose and adopt on behalf of the Partnership employee benefit plans, employee programs and employee practices (including plans, programs and practices involving the issuance of Partnership Interests or Derivative Partnership Interests), or cause the Partnership to issue Partnership Interests or Derivative Partnership Interests in connection with, or pursuant to, any employee benefit plan, employee program or employee practice maintained or sponsored by the General Partner or any of its Affiliates in each case for the benefit of officers, employees, consultants and directors of the General Partner or any of its Affiliates, in respect of services performed, directly or indirectly, for the benefit of the Partnership Group. The Partnership agrees to issue and sell to the General Partner or any of its Affiliates any Partnership Interests or Derivative Partnership Interests that the General Partner or such Affiliates are obligated to provide to any officers, employees, consultants and directors pursuant to any such employee benefit plans, employee programs or employee practices. Expenses incurred by the General Partner in connection with any such plans, programs and practices (including the net cost to the General Partner or such Affiliates of Partnership Interests or Derivative Partnership Interests purchased by the General Partner or such Affiliates from the Partnership to fulfill options or awards under such plans, programs and practices) shall be reimbursed in accordance with Section 7.4(b). Any and all obligations of the General Partner under any employee benefit plans, employee programs or employee practices adopted by the General Partner as permitted by this Section 7.4(c) shall constitute obligations of the General Partner hereunder and shall be assumed by any successor General Partner approved pursuant to Section 11.1 or Section 11.2 or the transferee of or successor to all of the General Partner's General Partner Interest pursuant to Section 4.6.

(d) The General Partner and its Affiliates may charge any member of the Partnership Group a management fee to the extent necessary to allow the Partnership Group to reduce the amount of any state franchise or income tax or any tax based upon the revenues or gross margin of any member of the Partnership Group if the tax benefit produced by the payment of such management fee or fees exceeds the amount of such fee or fees.

(e) The General Partner and its Affiliates may enter into an agreement to provide services to any Group Member for a fee or otherwise than for cost.

Section 7.5 *Outside Activities*.

(a) The General Partner, for so long as it is the General Partner of the Partnership (i) agrees that its sole business will be to act as a general partner or managing member, as the case may be, of the Partnership and any other partnership or limited liability company of which the Partnership is, directly or indirectly, a partner or member and to undertake activities that are ancillary or related thereto (including being a Limited Partner in the Partnership) and (ii) shall not engage in any business or activity or incur any debts or liabilities except in connection with or incidental to (A) its performance as general partner or managing member, if any, of one or more Group Members or as described in or contemplated by the IPO Registration Statement, (B) the acquiring, owning or disposing of debt securities or equity interests in any Group Member, (C) the guarantee of, and mortgage, pledge, or encumbrance of any or all of its assets in connection with, any indebtedness of any Group Member or (D) the performance of its obligations under the Omnibus Agreement.

(b) Each Unrestricted Person (other than the General Partner) shall have the right to engage in businesses of every type and description and other activities for profit and to engage in and possess an interest in other business ventures of any and every type or description, whether in businesses engaged in or anticipated to be engaged in by any Group Member, independently or with others, including business interests and activities in direct competition with the business and activities of any Group Member, and none of the same shall constitute a breach of this Agreement or any duty otherwise existing at law, in equity or otherwise, to any Group Member or any Partner, provided that such Unrestricted Person does not engage in such business or activity using confidential or proprietary information provided by or on behalf of the Partnership to such Unrestricted Person. None of any Group Member, any Limited Partner or any other Person shall have any rights by virtue of this Agreement, any Group Member Agreement, or the partnership relationship established hereby in any business ventures of any Unrestricted Person.

(c) Subject to the terms of Section 7.5(a) and Section 7.5(b), but otherwise notwithstanding anything to the contrary in this Agreement, (i) the engaging in competitive activities by any Unrestricted Person (other than the General Partner) in accordance with the provisions of this Section 7.5 is hereby approved by the Partnership and all Partners, (ii) it shall be deemed not to be a breach of any duty or any other obligation of any type whatsoever of the General Partner or any other Unrestricted Person for the Unrestricted Persons (other than the General Partner) to engage in such business interests and activities in preference to or to the exclusion of the Partnership and (iii) the Unrestricted Persons shall have no obligation hereunder

or as a result of any duty otherwise existing at law, in equity or otherwise, to present business opportunities to the Partnership. Notwithstanding anything to the contrary in this Agreement or any duty otherwise existing at law or in equity, the doctrine of corporate opportunity, or any analogous doctrine, shall not apply to any Unrestricted Person (including the General Partner). No Unrestricted Person (including the General Partner) who acquires knowledge of a potential transaction, agreement, arrangement or other matter that may be an opportunity for the Partnership, shall have any duty to communicate or offer such opportunity to the Partnership, and such Unrestricted Person (including the General Partner) shall not be liable to the Partnership, to any Limited Partner or any other Person bound by this Agreement for breach of any duty by reason of the fact that such Unrestricted Person (including the General Partner) pursues or acquires for itself, directs such opportunity to another Person or does not communicate such opportunity or information to the Partnership, provided that such Unrestricted Person does not engage in such business or activity using confidential or proprietary information provided by or on behalf of the Partnership to such Unrestricted Person.

(d) The General Partner and each of its Affiliates may acquire Units or other Partnership Interests in addition to those acquired on the Closing Date and, except as otherwise provided in this Agreement, shall be entitled to exercise, at their option, all rights relating to all Units and/or other Partnership Interests acquired by them. The term "Affiliates" when used in this Section 7.5(d) with respect to the General Partner shall not include any Group Member.

Section 7.6 *Loans from the General Partner; Loans or Contributions from the Partnership or Group Members*.

(a) The General Partner or any of its Affiliates may lend to any Group Member, and any Group Member may borrow from the General Partner or any of its Affiliates, funds needed or desired by the Group Member for such periods of time and in such amounts as the General Partner may determine; *provided, however*, that in any such case the lending party may not charge the borrowing party interest at a rate greater than the rate that would be charged the borrowing party or impose terms less favorable to the borrowing party than would be charged or imposed on the borrowing party by unrelated lenders on comparable loans made on an arm's-length basis (without reference to the lending party's financial abilities or guarantees), all as determined by the General Partner. The borrowing party shall reimburse the lending party for any costs (other than any additional interest costs) incurred by the lending party in connection with the borrowing of such funds. For purposes of this Section 7.6(a) and Section 7.6(b), the term "Group Member" shall include any Affiliate of a Group Member that is controlled by the Group Member.

(b) The Partnership may lend or contribute to any Group Member, and any Group Member may borrow from the Partnership, funds on terms and conditions determined by the General Partner. No Group Member may lend funds to the General Partner or any of its Affiliates (other than another Group Member), except for short term cash management purposes.

(c) No borrowing by any Group Member or the approval thereof by the General Partner shall be deemed to constitute a breach of any duty, expressed or implied, of the General Partner or its Affiliates to the Partnership or the Limited Partners existing hereunder, or

existing at law, in equity or otherwise by reason of the fact that the purpose or effect of such borrowing is directly or indirectly to (i) enable distributions to the General Partner or its Affiliates (including in their capacities as Limited Partners) to exceed the General Partner's Percentage Interest of the total amount distributed to all Partners or (ii) hasten the expiration of the Subordination Period or the conversion of any Subordinated Units into Common Units.

Section 7.7 *Indemnification*.

(a) To the fullest extent permitted by law but subject to the limitations expressly provided in this Agreement, all Indemnitees shall be indemnified and held harmless by the Partnership from and against any and all losses, claims, damages, liabilities, joint or several, expenses (including legal fees and expenses), judgments, fines, penalties, interest, settlements or other amounts arising from any and all threatened, pending or completed claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative, and whether formal or informal and including appeals, in which any Indemnitee may be involved, or is threatened to be involved, as a party or otherwise, by reason of its status as an Indemnitee and acting (or refraining to act) in such capacity on behalf of or for the benefit of the Partnership; *provided*, that the Indemnitee shall not be indemnified and held harmless pursuant to this Agreement if there has been a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in respect of the matter for which the Indemnitee is seeking indemnification pursuant to this Agreement, the Indemnitee acted in bad faith or engaged in intentional fraud, willful misconduct or, in the case of a criminal matter, acted with knowledge that the Indemnitee's conduct was unlawful; provided, further, no indemnification pursuant to this Section 7.7 shall be available to any Affiliate of the General Partner (other than a Group Member), or to any other Indemnitee, with respect to any such Affiliate's obligations pursuant to the Transaction Documents. Any indemnification pursuant to this Section 7.7 shall be made only out of the assets of the Partnership, it being agreed that the General Partner shall not be personally liable for such indemnification and shall have no obligation to contribute or loan any monies or property to the Partnership to enable it to effectuate such indemnification.

(b) To the fullest extent permitted by law, expenses (including legal fees and expenses) incurred by an Indemnitee who is indemnified pursuant to Section 7.7(a) in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Partnership prior to a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in respect of the matter for which the Indemnitee is seeking indemnification pursuant to this Section 7.7, the Indemnitee is not entitled to be indemnified upon receipt by the Partnership of any undertaking by or on behalf of the Indemnitee to repay such amount if it shall be ultimately determined that the Indemnitee is not entitled to be indemnified as authorized by this Section 7.7.

(c) The indemnification provided by this Section 7.7 shall be in addition to any other rights to which an Indemnitee may be entitled under this Agreement or any other agreement, pursuant to any vote of the holders of Outstanding Limited Partner Interests, as a matter of law, in equity or otherwise, both as to actions in the Indemnitee's capacity as an Indemnitee and as to actions in any other capacity (including any capacity under the IPO Underwriting Agreement), and shall continue as to an Indemnitee who has ceased to serve in such capacity and shall inure to the benefit of the heirs, successors, assigns, executors and administrators of the Indemnitee.

(d) The Partnership may purchase and maintain (or reimburse the General Partner or its Affiliates for the cost of) insurance, on behalf of the General Partner, its Affiliates and such other Persons as the General Partner shall determine, against any liability that may be asserted against, or expense that may be incurred by, such Person in connection with the Partnership's activities or such Person's activities on behalf of the Partnership, regardless of whether the Partnership would have the power to indemnify such Person against such liability under the provisions of this Agreement.

(e) For purposes of this Section 7.7, the Partnership shall be deemed to have requested an Indemnitee to serve as fiduciary of an employee benefit plan whenever the performance by it of its duties to the Partnership also imposes duties on, or otherwise involves services by, it to the plan or participants or beneficiaries of the plan; excise taxes assessed on an Indemnitee with respect to an employee benefit plan pursuant to applicable law shall constitute "fines" within the meaning of Section 7.7(a); and action taken or omitted by it with respect to any employee benefit plan in the performance of its duties for a purpose reasonably believed by it to be in the best interest of the participants and beneficiaries of the plan shall be deemed to be for a purpose that is in the best interests of the Partnership.

(f) In no event may an Indemnitee subject the Limited Partners to personal liability by reason of the indemnification provisions set forth in this Agreement.

(g) An Indemnitee shall not be denied indemnification in whole or in part under this Section 7.7 because the Indemnitee had an interest in the transaction with respect to which the indemnification applies if the transaction was otherwise permitted by the terms of this Agreement.

(h) The provisions of this Section 7.7 are for the benefit of the Indemnitees and their heirs, successors, assigns, executors and administrators and shall not be deemed to create any rights for the benefit of any other Persons.

(i) No amendment, modification or repeal of this Section 7.7 or any provision hereof shall in any manner terminate, reduce or impair the right of any past, present or future Indemnitee to be indemnified by the Partnership, nor the obligations of the Partnership to indemnify any such Indemnitee under and in accordance with the provisions of this Section 7.7 as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

Section 7.8 *Liability of Indemnitees*.

(a) Notwithstanding anything to the contrary set forth in this Agreement, no Indemnitee shall be liable for monetary damages to the Partnership, the Limited Partners, or any other Persons who are bound by this Agreement for losses sustained or liabilities incurred as a result of any act or omission of an Indemnitee unless there has been a final and non-appealable

judgment entered by a court of competent jurisdiction determining that, in respect of the matter in question, the Indemnitee acted in bad faith or engaged in intentional fraud, willful misconduct or, in the case of a criminal matter, acted with knowledge that the Indemnitee's conduct was unlawful.

(b) The General Partner may exercise any of the powers granted to it by this Agreement and perform any of the duties imposed upon it hereunder either directly or by or through its agents, and the General Partner shall not be responsible for any misconduct or negligence on the part of any such agent appointed by the General Partner in good faith.

(c) To the extent that, at law or in equity, an Indemnitee has duties (including fiduciary duties) and liabilities relating thereto to the Partnership, to the Partners or to any such other Persons who are bound by this Agreement, the General Partner and any other Indemnitee acting in connection with the Partnership's business or affairs shall not be liable to the Partnership or to any Partner or to any other Persons who are bound by this Agreement for its good faith reliance on the provisions of this Agreement.

(d) Any amendment, modification or repeal of this Section 7.8 or any provision hereof shall be prospective only and shall not in any way affect the limitations on the liability of the Indemnitees under this Section 7.8 as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

Section 7.9 *Standards of Conduct; Resolution of Conflicts of Interest and Replacement of Duties*.

(a) Whenever the General Partner makes a determination or takes or declines to take any action, or any Affiliate of the General Partner causes the General Partner to do so, in its capacity as the general partner of the Partnership as opposed to in its individual capacity, whether under this Agreement, any Group Member Agreement or any other agreement contemplated hereby or otherwise, then, unless a lesser standard is provided for in this Agreement, or the determination, action or omission has been approved as provided in Section 7.9(b)(i) or Section 7.9(b)(ii), the General Partner, or such Affiliate causing it to do so, shall make such determination or take or decline to take such action in good faith. Whenever the Board of Directors, any committee of the Board of Directors (including the Conflicts Committee) or any Affiliate of the General Partner makes a determination or takes or declines to take any action, whether under this Agreement, any Group Member Agreement or any other agreement contemplated hereby or otherwise, then, unless a lesser standard is provided for in this Agreement or the determination, action or omission has been approved as provided in Section 7.9(b)(i) or Section 7.9(b)(ii), the Board of Directors, any committee of the Board of Directors (including the Conflicts Committee) or any Affiliate of the General Partner shall make such determination or take or decline to take such action in good faith. The foregoing and other lesser standards governing any determination, action or omission provided for in this Agreement are the sole and exclusive standards governing any such determinations, actions and omissions of the General Partner, the Board of Directors, any committee of the Board of Directors (including

the Conflicts Committee) and any Affiliate of the General Partner, and no such Person shall be subject to any fiduciary duty or other duty or obligation, or any other, different or higher standard (all of which duties, obligations and standards are hereby eliminated, waived and disclaimed), under this Agreement, any Group Member Agreement or any other agreement contemplated hereby or otherwise, or under the Delaware Act or any other law, rule or regulation or at equity. Any such determination, action or omission by the General Partner, the Board of Directors or any committee thereof (including the Conflicts Committee) or any Affiliate of the General Partner will for all purposes be presumed to have been in good faith. In any proceeding brought by or on behalf of the Partnership, any Limited Partner or any other Person who acquires an interest in a Partnership Interest or any other Person who is bound by this Agreement challenging such determination, action or omission, the Person bringing or prosecuting such proceeding shall have the burden of proving that such determination, action or omission was not in good faith. In order for a determination or the taking or declining to take an action to be in "good faith" for purposes of this Agreement, the Person or Persons making such determination or taking or declining to take such action must subjectively believe that the determination or other action is in the best interests of the Partnership. In making such determination or taking or declining to take such other action, such Person or Persons may take into account the totality of the circumstances or the totality of the relationships between the parties involved, including other relationships or transactions that may be particularly favorable or advantageous to the Partnership.

(b) Unless a lesser standard is otherwise provided in this Agreement or any Group Member Agreement, whenever a potential conflict of interest exists or arises between the General Partner or any of its Affiliates, on the one hand, and the Partnership, any Group Member or any Partner, on the other hand, any resolution or course of action by the General Partner or its Affiliates in respect of such conflict of interest shall be permitted and deemed approved by all Partners, and shall not constitute a breach of this Agreement, any Group Member Agreement, any agreement contemplated herein or therein or of any duty stated or implied by law or equity, if the resolution or course of action in respect of such conflict of interest is (i) approved by Special Approval or (ii) approved by the vote of a majority of the Outstanding Common Units (excluding Common Units owned by the General Partner and its Affiliates). The General Partner shall be authorized but not required in connection with its resolution of such conflict of interest to seek Special Approval or Unitholder approval of such resolution, and the General Partner may also adopt a resolution or course of action that has not received Special Approval or Unitholder approval. If the General Partner does not submit the resolution or course of action in respect of such conflict of interest as provided in either clause (i) or clause (ii) of the first sentence of this Section 7.9(b), then any such resolution or course of action shall be governed by Section 7.9(a). Whenever the General Partner makes a determination to refer any potential conflict of interest to the Conflicts Committee for Special Approval, to seek Unitholder approval or to adopt a resolution or course of action that has not received Special Approval or Unitholder approval, then the General Partner shall be entitled, to the fullest extent permitted by law, to make such determination free of any duty or obligation whatsoever to the Partnership or any Limited Partner, and the General Partner shall not, to the fullest extent permitted by law, be required to act in good faith or pursuant to any other standard or duty imposed by this Agreement, any Group Member Agreement, any other agreement contemplated hereby or otherwise or under the Delaware Act or any other law, rule or regulation or at equity, and the General Partner in making

such determination shall be permitted to do so in its sole and absolute discretion. If Special Approval is sought, then it shall be presumed that, in making its decision, the Conflicts Committee acted in good faith, or if the Board of Directors determines that a director satisfies the eligibility requirements to be a member of the Conflicts Committee, then it shall be presumed that, in making its determination, the Board of Directors acted in good faith. In any proceeding brought by any Limited Partner or by or on behalf of such Limited Partner or any other Limited Partner or the Partnership or by or on behalf of any Person who acquires an interest in a Partnership Interest challenging any action or decision by the Conflicts Committee with respect to any matter referred to the Conflicts Committee for Special Approval, or challenging any determination by the Board of Directors that a director satisfies the eligibility requirements to be a member of the Conflicts Committee, the Person bringing or prosecuting such proceeding shall have the burden of overcoming the presumption that the Conflicts Committee or the Board of Directors, as applicable, acted in good faith. Notwithstanding anything to the contrary in this Agreement or any duty otherwise existing at law or equity, the conflicts of interest described in the IPO Registration Statement are hereby approved by all Partners and shall not constitute a breach of this Agreement or any such duty.

(c) Whenever the General Partner makes a determination or takes or declines to take any action, or any Affiliate of the General Partner causes the General Partner to do so, in its individual capacity as opposed to in its capacity as the general partner of the Partnership, whether under this Agreement, any Group Member Agreement or any other agreement contemplated hereby or otherwise, then (i) the General Partner, or such Affiliate causing it to do so, is entitled, to the fullest extent permitted by law, to make such determination or to take or decline to take such action free of any duty (including any fiduciary duty) or obligation whatsoever to the Partnership, any Limited Partner, any other Person who acquires an interest in a Partnership Interest or any other Person who is bound by this Agreement, (ii) the General Partner, or such Affiliate causing it to do so, shall not, to the fullest extent permitted by law, be required to act in good faith or pursuant to any other standard imposed by this Agreement, any Group Member Agreement, any other agreement contemplated hereby or otherwise or under the Delaware Act or any other law, rule or regulation or at equity and (iii) the Person or Persons making such determination or taking or declining to take such action shall be permitted to do so in their sole and absolute discretion. By way of illustration and not of limitation, whenever the phrases “at its option,” “its sole and absolute discretion” or some variation of those phrases, are used in this Agreement, they indicate that the General Partner is acting in its individual capacity. For the avoidance of doubt, whenever the General Partner votes or transfers its Partnership Interests, or refrains from voting or transferring its Partnership Interests, it shall be acting in its individual capacity.

(d) The General Partner’s organizational documents may provide that determinations to take or decline to take any action in its individual, rather than representative, capacity may or shall be determined by its members, if the General Partner is a limited liability company, stockholders, if the General Partner is a corporation, or the members or stockholders of the General Partner’s general partner, if the General Partner is a general or limited partnership.

(e) Notwithstanding anything to the contrary in this Agreement, the General Partner and its Affiliates shall have no duty or obligation, express or implied, to (i) sell or

otherwise dispose of, or approve the sale or disposition of, any asset of the Partnership Group other than in the ordinary course of business or (ii) permit any Group Member to use any facilities or assets of the General Partner and its Affiliates, except as may be provided in contracts entered into from time to time specifically dealing with such use. Any determination by either the General Partner or any of its Affiliates to enter into such contracts shall, in each case, be at its option.

(f) The Limited Partners, any other Person who acquires an interest in a Partnership Interest and any other Person bound by this Agreement hereby authorize the General Partner, on behalf of the Partnership as a general partner or member of a Group Member, to approve actions by the general partner or member of such Group Member similar to those actions permitted to be taken by the General Partner pursuant to this Section 7.9.

(g) For the avoidance of doubt, whenever the Board of Directors, any member of the Board of Directors, any committee of the Board of Directors (including the Conflicts Committee) and any member of any such committee, the officers of the General Partner or any Affiliates of the General Partner (including any Person making a determination or acting for or on behalf of such Affiliate of the General Partner) make a determination on behalf of or recommendation to the General Partner, or cause the General Partner to take or omit to take any action, whether in the General Partner's capacity as the General Partner or in its individual capacity, the standards of care applicable to the General Partner shall apply to such Persons, and such Persons shall be entitled to all benefits and rights (but not the obligations) of the General Partner hereunder, including eliminations, waivers and modifications of duties (including any fiduciary duties) to the Partnership, any of its Partners or any other Person who acquires an interest in a Partnership Interest or any other Person bound by this Agreement, and the protections and presumptions set forth in this Agreement.

Section 7.10 *Other Matters Concerning the General Partner and Other Indemnitees*.

(a) The General Partner and any other Indemnitee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, debenture or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

(b) The General Partner and any other Indemnitee may consult with legal counsel, accountants, appraisers, management consultants, investment bankers and other consultants and advisors selected by it, and any act taken or omitted to be taken in reliance upon the advice or opinion (including an Opinion of Counsel) of such Persons as to matters that the General Partner or such Indemnitee, respectively, reasonably believes to be within such Person's professional or expert competence shall be conclusively presumed to have been taken or omitted to be taken in good faith and in accordance with such advice or opinion.

(c) The General Partner shall have the right, in respect of any of its powers or obligations hereunder, to act through any of its duly authorized officers, a duly appointed attorney or attorneys-in-fact or the duly authorized officers of the Partnership or any Group Member.

Section 7.11 *Purchase or Sale of Partnership Interests*. The General Partner may cause the Partnership to purchase or otherwise acquire Partnership Interests or Derivative Partnership Interests; provided that, except as permitted pursuant to Section 4.9 or approved by the Conflicts Committee, the General Partner may not cause any Group Member to purchase Subordinated Units during the Subordination Period. As long as Partnership Interests are held by any Group Member, such Partnership Interests shall not be considered Outstanding for any purpose, except as otherwise provided herein. The General Partner or any Affiliate of the General Partner may also purchase or otherwise acquire and sell or otherwise dispose of Partnership Interests for its own account, subject to the provisions of Articles IV and X.

Section 7.12 *Registration Rights of the General Partner and its Affiliates*.

(a) *Demand Registration.* Upon receipt of a Notice from any Holder at any time after the 180th day after the Closing Date, the Partnership shall file with the Commission as promptly as reasonably practicable a registration statement under the Securities Act (each, a "***Registration Statement***") providing for the resale of the Registrable Securities identified in such Notice, which may, at the option of the Holder giving such Notice, be a Registration Statement that provides for the resale of the Registrable Securities from time to time pursuant to Rule 415 under the Securities Act. The Partnership shall use commercially reasonable efforts to cause such Registration Statement to become effective as soon as reasonably practicable after the initial filing of the Registration Statement and to remain effective and available for the resale of the Registrable Securities by the Selling Holders named therein until the earlier of (i) six months following such Registration Statement's effective date and (ii) the date on which all Registrable Securities covered by such Registration Statement have been sold. In the event one or more Holders request in a Notice to dispose of a number of Registrable Securities that such Holder or Holders reasonably anticipates will result in gross proceeds of at least $30 million in the aggregate pursuant to a Registration Statement in an Underwritten Offering, the Partnership shall retain underwriters that are reasonably acceptable to such Selling Holders in order to permit such Selling Holders to effect such disposition through an Underwritten Offering; *provided, however,* that the Partnership shall have the exclusive right to select the bookrunning managers. The Partnership and such Selling Holders shall enter into an underwriting agreement in customary form that is reasonably acceptable to the Partnership and take all reasonable actions as are requested by the managing underwriters to facilitate the Underwritten Offering and sale of Registrable Securities therein. No Holder may participate in the Underwritten Offering unless it agrees to sell its Registrable Securities covered by the Registration Statement on the terms and conditions of the underwriting agreement and completes and delivers all necessary documents and information reasonably required under the terms of such underwriting agreement. In the event that the managing underwriter of such Underwritten Offering advises the Partnership and the Holder in writing that in its opinion the inclusion of all or some Registrable Securities would adversely and materially affect the timing or success of the Underwritten Offering, the amount of Registrable Securities that each Selling Holder requested be included in such Underwritten Offering shall be reduced on a Pro Rata basis to the aggregate amount that the managing underwriter deems will not have such material and adverse effect. Any Holder may withdraw from such Underwritten Offering by notice to the Partnership and the managing underwriter; provided such notice is delivered prior to the launch of such Underwritten Offering.

(b) *Piggyback Registration.* At any time after the 180th day after the Closing Date, if the Partnership shall propose to file a Registration Statement (other than pursuant to a demand made pursuant to Section 7.12(a)) for an offering of Partnership Interests for cash (other than an offering relating solely to an employee benefit plan, an offering relating to a transaction on Form S-4 or an offering on any registration statement that does not permit secondary sales), the Partnership shall notify all Holders of such proposal at least five Business Days before the proposed filing date. The Partnership shall use commercially reasonable efforts to include such number of Registrable Securities held by any Holder in such Registration Statement as each Holder shall request in a Notice received by the Partnership within two Business Days of such Holder's receipt of the notice from the Partnership. If the Registration Statement for which the Partnership gives notice under this Section 7.12(b) is for an Underwritten Offering, then any Holder's ability to include its desired amount of Registrable Securities in such Registration Statement shall be conditioned on such Holder's inclusion of all such Registrable Securities in the Underwritten Offering; provided that, in the event that the managing underwriter of such Underwritten Offering advises the Partnership and the Holder in writing that in its opinion the inclusion of all or some Registrable Securities would adversely and materially affect the timing or success of the Underwritten Offering, the amount of Registrable Securities that each Selling Holder requested be included in such Underwritten Offering shall be reduced on a Pro Rata basis to the aggregate amount that the managing underwriter deems will not have such material and adverse effect. In connection with any such Underwritten Offering, the Partnership and the Selling Holders involved shall enter into an underwriting agreement in customary form that is reasonably acceptable to the Partnership and take all reasonable actions as are requested by the managing underwriters to facilitate the Underwritten Offering and sale of Registrable Securities therein. No Holder may participate in the Underwritten Offering unless it agrees to sells its Registrable Securities covered by the Registration Statement on the terms and conditions of the underwriting agreement and completes and delivers all necessary documents and information reasonably required under the terms of such underwriting agreement. Any Holder may withdraw from such Underwritten Offering by notice to the Partnership and the managing underwriter; provided such notice is delivered prior to the launch of such Underwritten Offering. The Partnership shall have the right to terminate or withdraw any Registration Statement or Underwritten Offering initiated by it under this Section 7.12(b) prior to the effective date of the Registration Statement or the pricing date of the Underwritten Offering, as applicable.

(c) *Sale Procedures.* In connection with its obligations under this Section 7.12, the Partnership shall:

(i) furnish to each Selling Holder (A) as far in advance as reasonably practicable before filing a Registration Statement or any supplement or amendment thereto, upon request, copies of reasonably complete drafts of all such documents proposed to be filed (including exhibits and each document incorporated by reference therein to the extent then required by the rules and regulations of the Commission), and provide each such Selling Holder the opportunity to object to any information pertaining to such Selling Holder and its plan of distribution that is contained therein and make the corrections reasonably requested by such

Selling Holder with respect to such information prior to filing a Registration Statement or supplement or amendment thereto, and (B) such number of copies of such Registration Statement and the prospectus included therein and any supplements and amendments thereto as such Persons may reasonably request in order to facilitate the public sale or other disposition of the Registrable Securities covered by such Registration Statement; *provided, however,* that the Partnership will not have any obligation to provide any document pursuant to clause (B) hereof that is available on the Commission's website;

(ii) if applicable, use its commercially reasonable efforts to register or qualify the Registrable Securities covered by a Registration Statement under the securities or blue sky laws of such jurisdictions as the Selling Holders or, in the case of an Underwritten Offering, the managing underwriter, shall reasonably request; *provided, however,* that the Partnership will not be required to qualify generally to transact business in any jurisdiction where it is not then required to so qualify or to take any action that would subject it to general service of process in any jurisdiction where it is not then so subject;

(iii) promptly notify each Selling Holder and each underwriter, at any time when a prospectus is required to be delivered under the Securities Act, of (A) the filing of a Registration Statement or any prospectus or prospectus supplement to be used in connection therewith, or any amendment or supplement thereto, and, with respect to such Registration Statement or any post-effective amendment thereto, when the same has become effective; and (B) any written comments from the Commission with respect to any Registration Statement or any document incorporated by reference therein and any written request by the Commission for amendments or supplements to a Registration Statement or any prospectus or prospectus supplement thereto;

(iv) immediately notify each Selling Holder and each underwriter, at any time when a prospectus is required to be delivered under the Securities Act, of (A) the occurrence of any event or existence of any fact (but not a description of such event or fact) as a result of which the prospectus or prospectus supplement contained in a Registration Statement, as then in effect, includes an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading (in the case of the prospectus contained therein, in the light of the circumstances under which a statement is made); (B) the issuance or threat of issuance by the Commission of any stop order suspending the effectiveness of a Registration Statement, or the initiation of any proceedings for that purpose; or (C) the receipt by the Partnership of any notification with respect to the suspension of the qualification of any Registrable Securities for sale under the applicable securities or blue sky laws of any jurisdiction. Following the provision of such notice, subject to Section 7.12(f), the Partnership agrees to, as promptly as practicable, amend or supplement the prospectus or prospectus supplement or take other appropriate action so that the prospectus or prospectus supplement does not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing and to take such other reasonable action as is necessary to remove a stop order, suspension, threat thereof or proceedings related thereto; and

(v) enter into customary agreements and take such other actions as are reasonably requested by the Selling Holders or the underwriters, if any, in order to expedite or facilitate the disposition of the Registrable Securities, including the provision of comfort letters and legal opinions as are customary in such securities offerings.

(d) *Suspension.* Each Selling Holder, upon receipt of notice from the Partnership of the happening of any event of the kind described in Section 7.12(c)(iv), shall forthwith discontinue disposition of the Registrable Securities by means of a prospectus or prospectus supplement until such Selling Holder's receipt of the copies of the supplemented or amended prospectus contemplated by such subsection or until it is advised in writing by the Partnership that the use of the prospectus may be resumed, and has received copies of any additional or supplemental filings incorporated by reference in the prospectus.

(e) *Expenses.* Except as set forth in an underwriting agreement for the applicable Underwritten Offering or as otherwise agreed between a Selling Holder and the Partnership, all costs and expenses of a Registration Statement filed or an Underwritten Offering that includes Registrable Securities pursuant to this Section 7.12 (other than underwriting discounts and commissions on Registrable Securities and fees and expenses of counsel and advisors to Selling Holders) shall be paid by the Partnership.

(f) *Delay Right.* Notwithstanding anything to the contrary herein, if the General Partner determines that the Partnership's compliance with its obligations in this Section 7.12 would be detrimental to the Partnership because such registration would (x) materially interfere with a significant acquisition, reorganization or other similar transaction involving the Partnership, (y) require premature disclosure of material information that the Partnership has a bona fide business purpose for preserving as confidential or (z) render the Partnership unable to comply with requirements under applicable securities laws, then the Partnership shall have the right to postpone compliance with such obligations for a period of not more than six months; *provided, however,* that such right may not be exercised more than twice in any 24-month period.

(g) *Indemnification.*

(i) In addition to and not in limitation of the Partnership's obligation under Section 7.7, the Partnership shall, to the fullest extent permitted by law, but subject to the limitations expressly provided in this Agreement, indemnify and hold harmless each Selling Holder, its officers, directors and each Person who controls the Holder (within the meaning of the Securities Act) and any agent thereof (collectively, "***Indemnified Persons***") from and against any and all losses, claims, damages, liabilities, joint or several, expenses (including legal fees and expenses), judgments, fines, penalties, interest, settlements or other amounts arising from any and all claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative, in which any Indemnified Person may be involved, or is threatened to be involved, as a party or otherwise, under the Securities Act or otherwise (hereinafter referred to in this Section 7.12(g) as a "***claim***" and in the plural as "***claims***") based upon, arising out of or resulting from any untrue statement or alleged untrue statement of any material fact contained in any Registration Statement, preliminary prospectus, final prospectus or issuer free writing prospectus under which any Registrable Securities were registered or sold by such Selling

Holder under the Securities Act, or arising out of, based upon or resulting from the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading; *provided, however,* that the Partnership shall not be liable to any Indemnified Person to the extent that any such claim arises out of, is based upon or results from an untrue statement or alleged untrue statement or omission or alleged omission made in such Registration Statement, preliminary prospectus, final prospectus or issuer free writing prospectus in reliance upon and in conformity with written information furnished to the Partnership by or on behalf of such Indemnified Person specifically for use in the preparation thereof.

(ii) Each Selling Holder shall, to the fullest extent permitted by law, indemnify and hold harmless the Partnership, the General Partner, the General Partner's officers and directors (or, if the General Partner is a limited partnership, the officers and directors of the general partner of the General Partner) and each Person who controls the Partnership or the General Partner (within the meaning of the Securities Act) and any agent thereof to the same extent as the foregoing indemnity from the Partnership to the Selling Holders, but only with respect to information regarding such Selling Holder furnished in writing by or on behalf of such Selling Holder expressly for inclusion in a Registration Statement, preliminary prospectus, final prospectus or free writing prospectus relating to the Registrable Securities held by such Selling Holder.

(iii) The provisions of this Section 7.12(g) shall be in addition to any other rights to indemnification or contribution that a Person entitled to indemnification under this Section 7.12(g) may have pursuant to law, equity, contract or otherwise.

(h) *Specific Performance.* Damages in the event of breach of Section 7.12 by a party hereto may be difficult, if not impossible, to ascertain, and it is therefore agreed that each party, in addition to and without limiting any other remedy or right it may have, will have the right to seek an injunction or other equitable relief in any court of competent jurisdiction, enjoining any such breach, and enforcing specifically the terms and provisions hereof, and each of the parties hereto hereby waives, to the fullest extent permitted by law, any and all defenses it may have on the ground of lack of jurisdiction or competence of the court to grant such an injunction or other equitable relief. The existence of this right will not preclude any such party from pursuing any other rights and remedies at law or in equity that such party may have.

(i) Notwithstanding anything in this Agreement to the contrary, for so long as the Registration Rights Agreement is in full force and effect, the defined terms "Holder" and "Selling Holder" shall not include any Person who is a party to, or otherwise bound by, the Registration Rights Agreement.

Section 7.13 *Reliance by Third Parties*. Notwithstanding anything to the contrary in this Agreement, any Person dealing with the Partnership shall be entitled to assume that the General Partner and any officer or representative of the General Partner authorized by the General Partner to act on behalf of and in the name of the Partnership has full power and authority to encumber, sell or otherwise use in any manner any and all assets of the Partnership and to enter into any authorized contracts on behalf of the Partnership, and such Person shall be

entitled to deal with the General Partner or any such officer or representative as if it were the Partnership's sole party in interest, both legally and beneficially. Each Limited Partner hereby waives, to the fullest extent permitted by law, any and all defenses or other remedies that may be available against such Person to contest, negate or disaffirm any action of the General Partner or any such officer or representative in connection with any such dealing. In no event shall any Person dealing with the General Partner or any such officer or representative be obligated to ascertain that the terms of this Agreement have been complied with or to inquire into the necessity or expedience of any act or action of the General Partner or any such officer or representative. Each and every certificate, document or other instrument executed on behalf of the Partnership by the General Partner or such officer or representative shall be conclusive evidence in favor of any and every Person relying thereon or claiming thereunder that (a) at the time of the execution and delivery of such certificate, document or instrument, this Agreement was in full force and effect, (b) the Person executing and delivering such certificate, document or instrument was duly authorized and empowered to do so for and on behalf of the Partnership and (c) such certificate, document or instrument was duly executed and delivered in accordance with the terms and provisions of this Agreement and is binding upon the Partnership.

Section 7.14 *Replacement of Fiduciary Duties*. Notwithstanding any other provision of this Agreement, to the extent that, at law or in equity, the General Partner or any other Indemnitee would have duties (including fiduciary duties) to the Partnership, to another Partner, to any Person who acquires an interest in a Partnership Interest or to any other Person bound by this Agreement, all such duties (including fiduciary duties) are hereby eliminated, to the fullest extent permitted by law, and replaced with the duties or standards expressly set forth herein. The elimination of duties (including fiduciary duties) to the Partnership, each of the Partners, each other Person who acquires an interest in a Partnership Interest and each other Person bound by this Agreement and replacement thereof with the duties or standards expressly set forth herein are approved by the Partnership, each of the Partners, each other Person who acquires an interest in a Partnership Interest and each other Person bound by this Agreement.

ARTICLE VIII
BOOKS, RECORDS, ACCOUNTING AND REPORTS

Section 8.1 *Records and Accounting*. The General Partner shall keep or cause to be kept at the principal office of the Partnership appropriate books and records with respect to the Partnership's business, including all books and records necessary to provide to the Limited Partners any information required to be provided pursuant to Section 3.3(a). Any books and records maintained by or on behalf of the Partnership in the regular course of its business, including the Partnership Register, books of account and records of Partnership proceedings, may be kept on, or be in the form of, computer disks, hard drives, punch cards, magnetic tape, photographs, micrographics or any other information storage device, provided that the books and records so maintained are convertible into clearly legible written form within a reasonable period of time. The books of the Partnership shall be maintained, for financial reporting purposes, on an accrual basis in accordance with U.S. GAAP. The Partnership shall not be required to keep books maintained on a cash basis and the General Partner shall be permitted to calculate cash-based measures, including Operating Surplus and Adjusted Operating Surplus, by making such adjustments to its accrual basis books to account for non-cash items and other adjustments as the General Partner determines to be necessary or appropriate.

Section 8.2 *Fiscal Year*. The fiscal year of the Partnership shall be a fiscal year ending December 31.

Section 8.3 *Reports*.

(a) Whether or not the Partnership is subject to the requirement to file reports with the Commission, as soon as practicable, but in no event later than 105 days after the close of each fiscal year of the Partnership (or such shorter period as required by the Commission), the General Partner shall cause to be mailed or made available, by any reasonable means (including by posting on or making accessible through the Partnership's or the Commission's website) to each Record Holder of a Unit as of a date selected by the General Partner, an annual report containing financial statements of the Partnership for such fiscal year of the Partnership, presented in accordance with U.S. GAAP, including a balance sheet and statements of operations, Partnership equity and cash flows, such statements to be audited by a firm of independent public accountants selected by the General Partner, and such other information as may be required by applicable law, regulation or rule of the Commission or any National Securities Exchange on which the Units are listed or admitted to trading, or as the General Partner determines to be necessary or appropriate.

(b) Whether or not the Partnership is subject to the requirement to file reports with the Commission, as soon as practicable, but in no event later than 50 days after the close of each Quarter (or such shorter period as required by the Commission) except the last Quarter of each fiscal year, the General Partner shall cause to be mailed or made available, by any reasonable means (including by posting on or making accessible through the Partnership's or the Commission's website) to each Record Holder of a Unit, as of a date selected by the General Partner, a report containing unaudited financial statements of the Partnership and such other information as may be required by applicable law, regulation or rule of the Commission or any National Securities Exchange on which the Units are listed or admitted to trading, or as the General Partner determines to be necessary or appropriate.

ARTICLE IX
TAX MATTERS

Section 9.1 *Tax Returns and Information*. The Partnership shall timely file all returns of the Partnership that are required for federal, state and local income tax purposes on the basis of the accrual method and the taxable period or year that it is required by law to adopt, from time to time, as determined by the General Partner. In the event the Partnership is required to use a taxable period other than a year ending on December 31, the General Partner shall use reasonable efforts to change the taxable period of the Partnership to a year ending on December 31. The tax information reasonably required by Record Holders for federal, state and local income tax reporting purposes with respect to a taxable period shall be furnished to them within 90 days of the close of the calendar year in which the Partnership's taxable period ends. The classification, realization and recognition of income, gain, losses and deductions and other items shall be on the accrual method of accounting for U.S. federal income tax purposes.

Section 9.2 *Tax Elections*.

(a) The Partnership shall make the election under Section 754 of the Code in accordance with applicable regulations thereunder, subject to the reservation of the right to seek to revoke any such election upon the General Partner's determination that such revocation is in the best interests of the Limited Partners. Notwithstanding any other provision herein contained, for the purposes of computing the adjustments under Section 743(b) of the Code, the General Partner shall be authorized (but not required) to adopt a convention whereby the price paid by a transferee of a Limited Partner Interest will be deemed to be the lowest quoted closing price of the Limited Partner Interests on any National Securities Exchange on which such Limited Partner Interests are listed or admitted to trading during the calendar month in which such transfer is deemed to occur pursuant to Section 6.2(f) without regard to the actual price paid by such transferee.

(b) Except as otherwise provided herein, the General Partner shall determine whether the Partnership should make any other elections permitted by the Code.

Section 9.3 *Tax Controversies*. Subject to the provisions hereof, the General Partner is designated as the "tax matters partner" (as defined in Section 6231(a)(7) of the Code) and is authorized and required to represent the Partnership (at the Partnership's expense) in connection with all examinations of the Partnership's affairs by tax authorities, including resulting administrative and judicial proceedings, and to expend Partnership funds for professional services and costs associated therewith. Each Partner agrees to cooperate with the General Partner and to do or refrain from doing any or all things reasonably required by the General Partner to conduct such proceedings. Each Partner agrees that notice of or updates regarding tax controversies shall be deemed conclusively to have been given or made by the Tax Matters Partner if the Partnership has either (a) filed the information for which notice is required with the Commission via its Electronic Data Gathering, Analysis and Retrieval system and such information is publicly available on such system or (b) made the information for which notice is required available on any publicly available website maintained by the Partnership, whether or not such Partner remains a Partner in the Partnership at the time such information is made publicly available.

With respect to tax returns filed for taxable years beginning on or after December 31, 2017, the General Partner (or its designee) will be designated as the "partnership representative" in accordance with the rules prescribed pursuant to Section 6223 of the Code and shall have the sole authority to act on behalf of the Partnership in connection with all examinations of the Partnership's affairs by tax authorities, including resulting administrative and judicial proceedings, and to expend Partnership funds for professional services and costs associated therewith. The General Partner (or its designee) shall exercise, in its sole discretion, any and all authority of the "partnership representative" under the Code, including, without limitation, (i) binding the Partnership and its Partners with respect to tax matters and (ii) determining whether to make any available election under Section 6226 of the Code. The General Partner shall

amend the provisions of this Agreement as appropriate to reflect the proposal or promulgation of Treasury Regulations implementing the partnership audit, assessment and collection rules adopted by the Bipartisan Budget Act of 2015, including any amendments to those rules.

Section 9.4 *Withholding; Tax Payments*.

(a) The General Partner may treat taxes paid by the Partnership on behalf of, all or less than all of the Partners, either as a distribution of cash to such Partners or as a general expense of the Partnership, as determined appropriate under the circumstances by the General Partner.

(b) Notwithstanding any other provision of this Agreement, the General Partner is authorized to take any action that may be required to cause the Partnership and other Group Members to comply with any withholding requirements established under the Code or any other federal, state or local law including pursuant to Sections 1441, 1442, 1445 and 1446 of the Code. To the extent that the Partnership is required or elects to withhold and pay over to any taxing authority any amount resulting from the allocation or distribution of income or from a distribution to any Partner (including by reason of Section 1446 of the Code), the General Partner may treat the amount withheld as a distribution of cash pursuant to Section 6.3 or Section 12.4(c) in the amount of such withholding from such Partner.

ARTICLE X
ADMISSION OF PARTNERS

Section 10.1 *Admission of Limited Partners*.

(a) Upon the issuance by the Partnership of Common Units, Subordinated Units and Incentive Distribution Rights, as applicable, to the General Partner, HINDL, GIP and the IPO Underwriters in connection with the Initial Public Offering as described in Article V, such Persons shall, by acceptance of such Partnership Interests, and upon becoming the Record Holders of such Partnership Interests, be admitted to the Partnership as Initial Limited Partners in respect of the Common Units, Subordinated Units or Incentive Distribution Rights issued to them and be bound by this Agreement, all with or without execution of this Agreement by such Persons.

(b) By acceptance of any Limited Partner Interests transferred in accordance with Article IV or acceptance of any Limited Partner Interests issued pursuant to Article V or pursuant to a merger, consolidation or conversion pursuant to Article XIV, and except as provided in Section 4.9, each transferee of, or other such Person acquiring, a Limited Partner Interest (including any nominee, agent or representative acquiring such Limited Partner Interests for the account of another Person or Group, who shall be subject to Section 10.1(c) below) (i) shall be admitted to the Partnership as a Limited Partner with respect to the Limited Partner Interests so transferred or issued to such Person when such Person becomes the Record Holder of the Limited Partner Interests so transferred or acquired, (ii) shall become bound, and shall be deemed to have agreed to be bound, by the terms of this Agreement, (iii) shall be deemed to represent that the transferee or acquirer has the capacity, power and authority to enter into this Agreement and (iv) shall be deemed to make any consents, acknowledgements or waivers

contained in this Agreement, all with or without execution of this Agreement by such Person. The transfer of any Limited Partner Interests and the admission of any new Limited Partner shall not constitute an amendment to this Agreement. A Person may become a Limited Partner without the consent or approval of any of the Partners. A Person may not become a Limited Partner without acquiring a Limited Partner Interest and becoming the Record Holder of such Limited Partner Interest. The rights and obligations of a Person who is an Ineligible Holder shall be determined in accordance with Section 4.9.

(c) With respect to any Limited Partner that holds Units representing Limited Partner Interests for another Person's account (such as a broker, dealer, bank, trust company or clearing corporation, or an agent of any of the foregoing), in whose name such Units are registered, such Limited Partner shall, in exercising the rights of a Limited Partner in respect of such Units on any matter, and unless the arrangement between such Persons provides otherwise, take all action as a Limited Partner by virtue of being the Record Holder of such Units at the direction of the Person who is the beneficial owner, and the Partnership shall be entitled to assume such Limited Partner is so acting without further inquiry.

(d) The name and mailing address of each Record Holder shall be listed in the Partnership Register maintained for such purpose by the Partnership or the Transfer Agent. The General Partner shall update the Partnership Register from time to time as necessary to reflect accurately the information therein (or shall cause the Transfer Agent to do so, as applicable).

(e) Any transfer of a Limited Partner Interest shall not entitle the transferee to share in the profits and losses, to receive distributions, to receive allocations of income, gain, loss, deduction or credit or any similar item or to any other rights to which the transferor was entitled until the transferee becomes a Limited Partner pursuant to Section 10.1(b).

Section 10.2 *Admission of Successor General Partner*. A successor General Partner approved pursuant to Section 11.1 or Section 11.2 or the transferee of or successor to all of the General Partner Interest pursuant to Section 4.6 who is proposed to be admitted as a successor General Partner shall be admitted to the Partnership as the General Partner, effective immediately prior to (a) the withdrawal or removal of the predecessor or transferring General Partner pursuant to Section 11.1 or Section 11.2 or (b) the transfer of the General Partner Interest pursuant to Section 4.6; *provided, however,* that no such successor shall be admitted to the Partnership until compliance with the terms of Section 4.6 has occurred and such successor has executed and delivered such other documents or instruments as may be required to effect such admission. Any such successor is hereby authorized to and shall, subject to the terms hereof, carry on the business of the members of the Partnership Group without dissolution.

Section 10.3 *Amendment of Agreement and Certificate of Limited Partnership*. To effect the admission to the Partnership of any Partner, the General Partner shall take all steps necessary or appropriate under the Delaware Act to amend the Partnership Register to reflect such admission and, if necessary, to prepare as soon as practicable an amendment to this Agreement and, if required by law, the General Partner shall prepare and file an amendment to the Certificate of Limited Partnership.

ARTICLE XI
WITHDRAWAL OR REMOVAL OF PARTNERS

Section 11.1 *Withdrawal of the General Partner*.

(a) The General Partner shall be deemed to have withdrawn from the Partnership upon the occurrence of any one of the following events (each such event herein referred to as an "***Event of Withdrawal***"):

(i) The General Partner voluntarily withdraws from the Partnership by giving written notice to the other Partners;

(ii) The General Partner transfers all of its General Partner Interest pursuant to Section 4.6;

(iii) The General Partner is removed pursuant to Section 11.2;

(iv) The General Partner (A) makes a general assignment for the benefit of creditors; (B) files a voluntary bankruptcy petition for relief under Chapter 7 of the United States Bankruptcy Code; (C) files a petition or answer seeking for itself a liquidation, dissolution or similar relief (but not a reorganization) under any law; (D) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the General Partner in a proceeding of the type described in clauses (A) through (C) of this Section 11.1(a)(iv); or (E) seeks, consents to or acquiesces in the appointment of a trustee (but not a debtor-in-possession), receiver or liquidator of the General Partner or of all or any substantial part of its properties;

(v) A final and non-appealable order of relief under Chapter 7 of the United States Bankruptcy Code is entered by a court with appropriate jurisdiction pursuant to a voluntary or involuntary petition by or against the General Partner; or

(vi) (A) if the General Partner is a corporation, a certificate of dissolution or its equivalent is filed for the General Partner, or 90 days expire after the date of notice to the General Partner of revocation of its charter without a reinstatement of its charter, under the laws of its state of incorporation; (B) if the General Partner is a partnership or a limited liability company, the dissolution and commencement of winding up of the General Partner; (C) if the General Partner is acting in such capacity by virtue of being a trustee of a trust, the termination of the trust; (D) if the General Partner is a natural person, his death or adjudication of incompetency; and (E) otherwise upon the termination of the General Partner.

If an Event of Withdrawal specified in Section 11.1(a)(iv), (v) or (vi)(A), (B), (C) or (E) occurs, the withdrawing General Partner shall give notice to the Limited Partners within 30 days after such occurrence. The Partners hereby agree that only the Events of Withdrawal described in this Section 11.1 shall result in the withdrawal of the General Partner from the Partnership.

(b) Withdrawal of the General Partner from the Partnership upon the occurrence of an Event of Withdrawal shall not constitute a breach of this Agreement under the

following circumstances: (i) at any time during the period beginning on the Closing Date and ending at 12:00 midnight, Eastern Time, on June 30, 2027 the General Partner voluntarily withdraws by giving at least 90 days' advance notice of its intention to withdraw to the Limited Partners; provided, that prior to the effective date of such withdrawal, the withdrawal is approved by Unitholders holding at least a majority of the Outstanding Common Units (excluding Common Units owned by the General Partner and its Affiliates) and the General Partner delivers to the Partnership an Opinion of Counsel ("***Withdrawal Opinion of Counsel***") that such withdrawal (following the selection of the successor General Partner) would not result in the loss of the limited liability under the Delaware Act of any Limited Partner or, except in connection with action taken by the General Partner under Section 15.1, cause any Group Member to be treated as an association taxable as a corporation or otherwise to be taxed as an entity for U.S. federal income tax purposes (to the extent not already so treated or taxed); (ii) at any time after 12:00 midnight, Eastern Time, on June 30, 2027 the General Partner voluntarily withdraws by giving at least 90 days' advance notice to the Unitholders, such withdrawal to take effect on the date specified in such notice; (iii) at any time that the General Partner ceases to be the General Partner pursuant to Section 11.1(a)(ii) or is removed pursuant to Section 11.2; or (iv) notwithstanding clause (i) of this sentence, at any time that the General Partner voluntarily withdraws by giving at least 90 days' advance notice of its intention to withdraw to the Limited Partners, such withdrawal to take effect on the date specified in the notice, if at the time such notice is given one Person and its Affiliates (other than the General Partner and its Affiliates) own beneficially or of record or control at least 50% of the Outstanding Units. The withdrawal of the General Partner from the Partnership upon the occurrence of an Event of Withdrawal shall also constitute the withdrawal of the General Partner as general partner or managing member, if any, to the extent applicable, of the other Group Members. If the General Partner gives a notice of withdrawal pursuant to Section 11.1(a)(i), the holders of a Unit Majority, may, prior to the effective date of such withdrawal, elect a successor General Partner. The Person so elected as successor General Partner shall automatically become the successor general partner or managing member, to the extent applicable, of the other Group Members of which the General Partner is a general partner or a managing member. If, prior to the effective date of the General Partner's withdrawal, a successor is not elected by the Unitholders as provided herein or the Partnership does not receive a Withdrawal Opinion of Counsel, the Partnership shall be dissolved in accordance with Section 12.1 unless the business of the Partnership is continued pursuant to Section 12.2. Any successor General Partner elected in accordance with the terms of this Section 11.1 shall be subject to the provisions of Section 10.2.

Section 11.2 *Removal of the General Partner*. The General Partner may not be removed unless such removal is both (i) for Cause and (ii) approved by the Unitholders holding at least 66 2/3% of the Outstanding Units (including Units held by the General Partner and its Affiliates) voting as a single class. Any such action by such holders for removal of the General Partner must also provide for the election of a successor General Partner by the Unitholders holding a majority of the Outstanding Common Units voting as a separate class, and Unitholders holding a majority of the Outstanding Subordinated Units (if any Subordinated Units are then Outstanding) voting as a separate class including, in each case, Units held by the General Partner and its Affiliates. Such removal shall be effective immediately following the admission of a successor General Partner pursuant to Section 10.2. The removal of the General Partner shall also automatically constitute the removal of the General Partner as general partner or managing

member, to the extent applicable, of the other Group Members of which the General Partner is a general partner or a managing member. If a Person is elected as a successor General Partner in accordance with the terms of this Section 11.2, such Person shall, upon admission pursuant to Section 10.2, automatically become a successor general partner or managing member, to the extent applicable, of the other Group Members of which the General Partner is a general partner or a managing member. The right of the holders of Outstanding Units to remove the General Partner shall not exist or be exercised unless the Partnership has received an opinion opining as to the matters covered by a Withdrawal Opinion of Counsel. Any successor General Partner elected in accordance with the terms of this Section 11.2 shall be subject to the provisions of Section 10.2.

Section 11.3 *Interest of Departing General Partner and Successor General Partner*.

(a) In the event of withdrawal of the General Partner under circumstances where such withdrawal does not violate this Agreement, if a successor General Partner is elected in accordance with the terms of Section 11.1, then the Departing General Partner shall have the option, exercisable prior to the effective date of the withdrawal of such Departing General Partner, to require such successor General Partner to purchase such Departing General Partner's General Partner Interest and its or its Affiliates' general partner interests (or equivalent interests), if any, in the other Group Members and all of its or its Affiliates' Incentive Distribution Rights (collectively, the "***Combined Interest***") in exchange for an amount in cash equal to the fair market value of such Combined Interest, such amount to be determined and payable as of the effective date of the Departing General Partner's withdrawal. If the General Partner is removed by the Unitholders pursuant to Section 11.2 or if the General Partner withdraws under circumstances where such withdrawal violates this Agreement and (i) if a successor General Partner is elected in accordance with the terms of Section 11.1 or Section 11.2, as applicable, or (ii) if the business of the Partnership is continued pursuant to Section 12.2 and the successor General Partner is not the former General Partner, then such successor General Partner shall have the option, exercisable prior to the effective date of the withdrawal or removal of such Departing General Partner (or, in the event the business of the Partnership is continued, prior to the date the business of the Partnership is continued), to purchase the Combined Interest for such fair market value of such Combined Interest. In any event described in the preceding sentences of this Section 11.3(a), the Departing General Partner shall be entitled to receive all reimbursements due such Departing General Partner pursuant to Section 7.4, including any employee-related liabilities (including severance liabilities), incurred in connection with the termination of any employees employed by the Departing General Partner or its Affiliates (other than any Group Member) for the benefit of the Partnership or the other Group Members.

For purposes of this Section 11.3(a), the fair market value of the Combined Interest shall be determined by agreement between the Departing General Partner and its successor or, failing agreement within 30 days after the effective date of such Departing General Partner's withdrawal or removal, by an independent investment banking firm or other independent expert selected by the Departing General Partner and its successor, which, in turn, may rely on other experts, and the determination of which shall be conclusive as to such matter. If such parties cannot agree upon one independent investment banking firm or other independent expert within 45 days after the effective date of such withdrawal or removal, then the Departing General Partner shall

designate an independent investment banking firm or other independent expert, the Departing General Partner's successor shall designate an independent investment banking firm or other independent expert, and such firms or experts shall mutually select a third independent investment banking firm or independent expert, which third independent investment banking firm or other independent expert shall determine the fair market value of the Combined Interest. In making its determination, such third independent investment banking firm or other independent expert may consider the value of the then current trading price of Units on any National Securities Exchange on which Units are then listed or admitted to trading, the value of the Partnership's assets, the rights and obligations of the Departing General Partner, the value of the Incentive Distribution Rights and the General Partner Interest and other factors it may deem relevant.

(b) If the Combined Interest is not purchased in the manner set forth in Section 11.3(a), the Departing General Partner (or its transferee) shall become a Limited Partner and its Combined Interest shall be converted into Common Units pursuant to a valuation made by an investment banking firm or other independent expert selected pursuant to Section 11.3(a), without reduction in such Partnership Interest (but subject to proportionate dilution by reason of the admission of its successor). Any successor General Partner shall indemnify the Departing General Partner (or its transferee) as to all debts and liabilities of the Partnership arising on or after the date on which the Departing General Partner (or its transferee) becomes a Limited Partner. For purposes of this Agreement, conversion of the Combined Interest of the Departing General Partner to Common Units will be characterized as if the Departing General Partner (or its transferee) contributed its Combined Interest to the Partnership in exchange for the newly issued Common Units.

(c) If a successor General Partner is elected in accordance with the terms of Section 11.1 or Section 11.2 (or if the business of the Partnership is continued pursuant to Section 12.2 and the successor General Partner is not the former General Partner) and the option described in Section 11.3(a) is not exercised by the party entitled to do so, the successor General Partner shall, at the effective date of its admission to the Partnership, contribute to the Partnership cash in the amount equal to the product of (x) the quotient obtained by dividing (A) the Percentage Interest of the General Partner Interest of the Departing General Partner by (B) a percentage equal to 100% less the Percentage Interest of the General Partner Interest of the Departing General Partner and (y) the Net Agreed Value of the Partnership's assets on such date. In such event, such successor General Partner shall, subject to the following sentence, be entitled to its Percentage Interest of all Partnership allocations and distributions to which the Departing General Partner was entitled. In addition, the successor General Partner shall cause this Agreement to be amended to reflect that, from and after the date of such successor General Partner's admission, the successor General Partner's interest in all Partnership distributions and allocations shall be its Percentage Interest.

Section 11.4 *Withdrawal of Limited Partners*. No Limited Partner shall have any right to withdraw from the Partnership; *provided, however*, that when a transferee of a Limited Partner's Limited Partner Interest becomes a Record Holder of the Limited Partner Interest so transferred, such transferring Limited Partner shall cease to be a Limited Partner with respect to the Limited Partner Interest so transferred.

ARTICLE XII
DISSOLUTION AND LIQUIDATION

Section 12.1 *Dissolution.* The Partnership shall not be dissolved by the admission of additional Limited Partners or by the admission of a successor General Partner in accordance with the terms of this Agreement. Upon the removal or withdrawal of the General Partner, if a successor General Partner is elected pursuant to Section 11.1, Section 11.2 or Section 12.2, to the fullest extent permitted by law, the Partnership shall not be dissolved and such successor General Partner shall continue the business of the Partnership. The Partnership shall dissolve, and (subject to Section 12.2) its affairs shall be wound up, upon:

(a) an Event of Withdrawal of the General Partner as provided in Section 11.1(a) (other than Section 11.1(a)(ii)), unless a successor is elected and a Withdrawal Opinion of Counsel is received as provided in Section 11.1(b) or Section 11.2 and such successor is admitted to the Partnership pursuant to Section 10.2;

(b) an election to dissolve the Partnership by the General Partner that is approved by the holders of a Unit Majority;

(c) the entry of a decree of judicial dissolution of the Partnership pursuant to the provisions of the Delaware Act; or

(d) at any time there are no Limited Partners, unless the Partnership is continued without dissolution in accordance with the Delaware Act.

Section 12.2 *Continuation of the Business of the Partnership After Dissolution*. Upon (a) dissolution of the Partnership following an Event of Withdrawal caused by the withdrawal or removal of the General Partner as provided in Section 11.1(a)(i) or (iii) and the failure of the Unitholders to select a successor to such Departing General Partner pursuant to Section 11.1 or Section 11.2, then, to the maximum extent permitted by law, within 90 days thereafter, or (b) dissolution of the Partnership upon an event constituting an Event of Withdrawal as defined in Section 11.1(a)(iv), (v) or (vi), then, to the maximum extent permitted by law, within 180 days thereafter, the holders of a Unit Majority may elect to continue the business of the Partnership on the same terms and conditions set forth in this Agreement by appointing as a successor General Partner a Person approved by the holders of a Unit Majority. Unless such an election is made within the applicable time period as set forth above, the Partnership shall conduct only activities necessary to wind up its affairs. If such an election is so made, then:

(i) the Partnership shall continue without dissolution unless earlier dissolved in accordance with this Article XII;

(ii) if the successor General Partner is not the Departing General Partner, then the interest of the Departing General Partner shall be treated in the manner provided in Section 11.3; and

(iii) the successor General Partner shall be admitted to the Partnership as General Partner, effective as of the Event of Withdrawal, by agreeing in writing to be bound by this Agreement;

provided, however, that the right of the holders of a Unit Majority to approve a successor General Partner and to continue the business of the Partnership shall not exist and may not be exercised unless the Partnership has received an Opinion of Counsel that (x) the exercise of the right would not result in the loss of limited liability of any Limited Partner under the Delaware Act and (y) except in connection with action taken by the General Partner under Section 15.1, neither the Partnership nor any Group Member would be treated as an association taxable as a corporation or otherwise be taxable as an entity for U.S. federal income tax purposes upon the exercise of such right to continue (to the extent not already so treated or taxed).

Section 12.3 *Liquidator*. Upon dissolution of the Partnership, unless the business of the Partnership is continued pursuant to Section 12.2, the General Partner (or in the event of dissolution pursuant to Section 12.1(a), the holders of a Unit Majority) shall select one or more Persons to act as Liquidator. The Liquidator (if other than the General Partner) shall be entitled to receive such compensation for its services as may be approved by holders of at least a majority of the Outstanding Common Units and Subordinated Units, if any, voting as a single class. The Liquidator (if other than the General Partner) shall agree not to resign at any time without 15 days' prior notice and may be removed at any time, with or without cause, by notice of removal approved by holders of at least a majority of the Outstanding Common Units and Subordinated Units, if any, voting as a single class. Upon dissolution, removal or resignation of the Liquidator, a successor and substitute Liquidator (who shall have and succeed to all rights, powers and duties of the original Liquidator) shall within 30 days thereafter be approved by holders of at least a majority of the Outstanding Common Units and Subordinated Units, if any, voting as a single class. The right to approve a successor or substitute Liquidator in the manner provided herein shall be deemed to refer also to any such successor or substitute Liquidator approved in the manner herein provided. Except as expressly provided in this Article XII, the Liquidator approved in the manner provided herein shall have and may exercise, without further authorization or consent of any of the parties hereto, all of the powers conferred upon the General Partner under the terms of this Agreement (but subject to all of the applicable limitations, contractual and otherwise, upon the exercise of such powers, other than the limitation on sale set forth in Section 7.3) necessary or appropriate to carry out the duties and functions of the Liquidator hereunder for and during the period of time required to complete the winding up and liquidation of the Partnership as provided for herein.

Section 12.4 *Liquidation*. The Liquidator shall proceed to dispose of the assets of the Partnership, satisfy its liabilities, and otherwise wind up its affairs in such manner and over such period as determined by the Liquidator, subject to Section 17-804 of the Delaware Act and the following:

(a) The assets may be disposed of by public or private sale or by distribution in kind to one or more Partners on such terms as the Liquidator and such Partner or Partners may agree. If any property is distributed in kind, the Partner receiving the property shall be deemed for purposes of Section 12.4(c) to have received cash equal to its fair market value; and

contemporaneously therewith, appropriate cash distributions must be made to the other Partners. The Liquidator may defer liquidation or distribution of the Partnership's assets for a reasonable time if it determines that an immediate sale or distribution of all or some of the Partnership's assets would be impractical or would cause undue loss to the Partners. The Liquidator may distribute the Partnership's assets, in whole or in part, in kind if it determines that a sale would be impractical or would cause undue loss to the Partners.

(b) Liabilities of the Partnership include amounts owed to the Liquidator as compensation for serving in such capacity (subject to the terms of Section 12.3) and amounts to Partners otherwise than in respect of their distribution rights under Article VI. With respect to any liability that is contingent, conditional or unmatured or is otherwise not yet due and payable, the Liquidator shall either settle such claim for such amount as it thinks appropriate or establish a reserve of cash or other assets to provide for its payment. When paid, any unused portion of the reserve shall be distributed as additional liquidation proceeds.

(c) All property and all cash in excess of that required to satisfy liabilities as provided in Section 12.4(b) shall be distributed to the Partners in accordance with, and to the extent of, the positive balances in their respective Capital Accounts, as determined after taking into account all Capital Account adjustments (other than those made by reason of distributions pursuant to this Section 12.4(c)) for the taxable period of the Partnership during which the liquidation of the Partnership occurs (with such date of occurrence being determined pursuant to Treasury Regulation Section 1.704-1(b)(2)(ii)(g)), and such distribution shall be made by the end of such taxable period (or, if later, within 90 days after said date of such occurrence).

Section 12.5 *Cancellation of Certificate of Limited Partnership*. Upon the completion of the distribution of Partnership cash and property as provided in Section 12.4 in connection with the liquidation of the Partnership, the Certificate of Limited Partnership and all qualifications of the Partnership as a foreign limited partnership in jurisdictions other than the State of Delaware shall be canceled and such other actions as may be necessary to terminate the Partnership shall be taken.

Section 12.6 *Return of Contributions*. The General Partner shall not be personally liable for, and shall have no obligation to contribute or loan any monies or property to the Partnership to enable it to effectuate, the return of the Capital Contributions of the Limited Partners or Unitholders, or any portion thereof, it being expressly understood that any such return shall be made solely from Partnership assets.

Section 12.7 *Waiver of Partition*. To the maximum extent permitted by law, each Partner hereby waives any right to partition of the Partnership property.

Section 12.8 *Capital Account Restoration*. No Limited Partner shall have any obligation to restore any negative balance in its Capital Account upon liquidation of the Partnership. The General Partner shall be obligated to restore any negative balance in its Capital Account upon liquidation of its interest in the Partnership by the end of the taxable period of the Partnership during which such liquidation occurs, or, if later, within 90 days after the date of such liquidation.

ARTICLE XIII
AMENDMENT OF PARTNERSHIP AGREEMENT; MEETINGS; RECORD DATE

Section 13.1 *Amendments to be Adopted Solely by the General Partner*. Each Limited Partner agrees that the General Partner, without the approval of any Limited Partner, may amend any provision of this Agreement and execute, swear to, acknowledge, deliver, file and record whatever documents may be required in connection therewith, to reflect:

(a) a change in the name of the Partnership, the location of the principal place of business of the Partnership, the registered agent of the Partnership or the registered office of the Partnership;

(b) admission, substitution, withdrawal or removal of Partners in accordance with this Agreement;

(c) a change that the General Partner determines to be necessary or appropriate to qualify or continue the qualification of the Partnership as a limited partnership or a partnership in which the Limited Partners have limited liability under the laws of any state or to ensure that the Group Members will not be treated as associations taxable as corporations or otherwise taxed as entities for U.S. federal income tax purposes;

(d) a change that the General Partner determines, (i) does not adversely affect the Limited Partners considered as a whole or any particular class of Partnership Interests as compared to other classes of Partnership Interests in any material respect (except as permitted by subsection (g) of this Section 13.1), (ii) to be necessary or appropriate to (A) satisfy any requirements, conditions or guidelines contained in any opinion, directive, order, ruling or regulation of any federal or state agency or judicial authority or contained in any federal or state statute (including the Delaware Act) or (B) facilitate the trading of the Units (including the division of any class or classes of Outstanding Units into different classes to facilitate uniformity of tax consequences within such classes of Units) or comply with any rule, regulation, guideline or requirement of any National Securities Exchange on which the Units are or will be listed or admitted to trading, (iii) to be necessary or appropriate in connection with action taken by the General Partner pursuant to Section 5.9 or Section 15.1 or (iv) is required to effect the intent expressed in the IPO Registration Statement or the intent of the provisions of this Agreement or is otherwise contemplated by this Agreement;

(e) a change in the fiscal year or taxable year of the Partnership and any other changes that the General Partner determines to be necessary or appropriate as a result of a change in the fiscal year or taxable year of the Partnership including, if the General Partner shall so determine, a change in the definition of "Quarter" and the dates on which distributions are to be made by the Partnership;

(f) an amendment that is necessary, in the Opinion of Counsel, to prevent the Partnership, or the General Partner or its (or, if the General Partner is a limited partnership, its general partner's) directors, officers, trustees or agents from in any manner being subjected to the provisions of the Investment Company Act of 1940, as amended, the Investment Advisers Act of 1940, as amended, or "plan asset" regulations adopted under the Employee Retirement Income Security Act of 1974, as amended, regardless of whether such are substantially similar to plan asset regulations currently applied or proposed by the United States Department of Labor;

(g) an amendment that (i) sets forth the designations, preferences, rights, powers and duties of any class or series of Partnership Interests or Derivative Partnership Interests issued pursuant to Section 5.6 or (ii) the General Partner determines to be necessary or appropriate or advisable in connection with the authorization or issuance of any class or series of Partnership Interests or Derivative Partnership Interests pursuant to Section 5.6;

(h) any amendment expressly permitted in this Agreement to be made by the General Partner acting alone;

(i) an amendment effected, necessitated or contemplated by a Merger Agreement or Plan of Conversion approved in accordance with Section 14.3 or Section 15.1;

(j) an amendment that the General Partner determines to be necessary or appropriate to reflect and account for the formation by the Partnership of, or investment by the Partnership in, any corporation, partnership, joint venture, limited liability company or other entity, in connection with the conduct by the Partnership of activities permitted by the terms of Section 2.4 or Section 7.1(a);

(k) an amendment that the General Partner determines to be necessary or appropriate in connection with a merger, conveyance, conversion or other transaction or action pursuant to Section 14.3(d), Section 14.3(e), Section 14.3(f) or Section 15.1; or

(l) any other amendments substantially similar to the foregoing.

Section 13.2 *Amendment Procedures*. Amendments to this Agreement may be proposed only by the General Partner. To the fullest extent permitted by law, the General Partner shall have no duty or obligation to propose or approve any amendment to this Agreement and may decline to do so free of any duty or obligation whatsoever to the Partnership, any Limited Partner or any other Person bound by this Agreement, and, in declining to propose or approve an amendment to this Agreement, to the fullest extent permitted by law, shall not be required to act in good faith or pursuant to any other standard imposed by this Agreement, any Group Member Agreement, any other agreement contemplated hereby or otherwise or under the Delaware Act or any other law, rule or regulation or at equity, and the General Partner in determining whether to propose or approve any amendment to this Agreement shall be permitted to do so in its sole and absolute discretion. An amendment to this Agreement shall be effective upon its approval by the General Partner and, except as otherwise provided by Section 13.1 or Section 13.3, the holders of a Unit Majority, unless a greater or different percentage of Outstanding Units is required under this Agreement. Each proposed amendment that requires the approval of the holders of a specified percentage of Outstanding Units shall be set forth in a writing that contains the text of the proposed amendment. If such an amendment is proposed, the General Partner shall seek the written approval of the requisite percentage of Outstanding Units or call a meeting of the Unitholders to consider and vote on such proposed amendment. The General Partner shall notify all Record Holders upon final adoption of any amendments. The General Partner shall be deemed to have notified all Record Holders as required by this Section 13.2 if it has posted or made accessible such amendment through the Partnership's or the Commission's website.

Section 13.3 *Amendment Requirements*.

(a) Notwithstanding the provisions of Section 13.1 and Section 13.2, no provision of this Agreement that establishes a percentage of Outstanding Units required to take any action shall be amended, altered, changed, repealed or rescinded in any respect that would have the effect of (i) in the case of any provision of this Agreement other than Section 11.2 or Section 13.4, reducing such percentage or (ii) in the case of Section 11.2 or Section 13.4, increasing such percentages, unless such amendment is approved by the written consent or the affirmative vote of holders of Outstanding Units whose aggregate Outstanding Units constitute (x) in the case of a reduction as described in subclause (a)(i) hereof, not less than the voting requirement sought to be reduced, (y) in the case of an increase in the percentage in Section 11.2, not less than 90% of the Outstanding Units, or (z) in the case of an increase in the percentage in Section 13.4, not less than a majority of the Outstanding Units.

(b) Notwithstanding the provisions of Section 13.1 and Section 13.2, no amendment to this Agreement may (i) enlarge the obligations of any Limited Partner without its consent, unless such shall be deemed to have occurred as a result of an amendment approved pursuant to Section 13.3(c) or (ii) enlarge the obligations of, restrict in any way any action by or rights of, or reduce in any way the amounts distributable, reimbursable or otherwise payable to, the General Partner or any of its Affiliates without the General Partner's consent, which consent may be given or withheld at its option.

(c) Except as provided in Section 14.3, and without limitation of the General Partner's authority to adopt amendments to this Agreement without the approval of any Limited Partners as contemplated in Section 13.1, any amendment that would have a material adverse effect on the rights or preferences of any class of Partnership Interests in relation to other classes of Partnership Interests must be approved by the holders of not less than a majority of the Outstanding Partnership Interests of the class affected.

(d) Notwithstanding any other provision of this Agreement, except for amendments pursuant to Section 13.1 and except as otherwise provided by Section 14.3(f), no amendments shall become effective without the approval of the holders of at least 90% of the Outstanding Units voting as a single class unless the Partnership obtains an Opinion of Counsel to the effect that such amendment will not affect the limited liability of any Limited Partner under applicable partnership law of the state under whose laws the Partnership is organized.

(e) Except as provided in Section 13.1, this Section 13.3 shall only be amended with the approval of the holders of at least 90% of the Outstanding Units.

Section 13.4 *Special Meetings*. All acts of Limited Partners to be taken pursuant to this Agreement shall be taken in the manner provided in this Article XIII. Special meetings of the Limited Partners may be called by the General Partner or by Limited Partners owning 20% or more of the Outstanding Units of the class or classes for which a meeting is proposed. Limited Partners shall call a special meeting by delivering to the General Partner one or more requests in

writing stating that the signing Limited Partners wish to call a special meeting and indicating the specific purposes for which the special meeting is to be called and the class or classes of Units for which the meeting is proposed. No business may be brought by any Limited Partner before such special meeting except the business listed in the related request. Within 60 days after receipt of such a call from Limited Partners or within such greater time as may be reasonably necessary for the Partnership to comply with any statutes, rules, regulations, listing agreements or similar requirements governing the holding of a meeting or the solicitation of proxies for use at such a meeting, the General Partner shall send or cause to be sent a notice of the meeting to the Limited Partners. A meeting shall be held at a time and place determined by the General Partner on a date not less than 10 days nor more than 60 days after the time notice of the meeting is given as provided in Section 17.1. Limited Partners shall not be permitted to vote on matters that would cause the Limited Partners to be deemed to be taking part in the management and control of the business and affairs of the Partnership so as to jeopardize the Limited Partners' limited liability under the Delaware Act or the law of any other state in which the Partnership is qualified to do business. If any such vote were to take place, to the fullest extent permitted by law, it shall be deemed null and void to the extent necessary so as not to jeopardize the Limited Partners' limited liability under the Delaware Act or the law of any other state in which the Partnership is qualified to do business.

Section 13.5 *Notice of a Meeting*. Notice of a meeting called pursuant to Section 13.4 shall be given to the Record Holders of the class or classes of Units for which a meeting is proposed in writing by mail or other means of written communication in accordance with Section 17.1.

Section 13.6 *Record Date*. For purposes of determining the Limited Partners who are Record Holders of the class or classes of Limited Partner Interests entitled to notice of or to vote at a meeting of the Limited Partners or to give approvals without a meeting as provided in Section 13.11, the General Partner shall set a Record Date, which shall not be less than 10 nor more than 60 days before (a) the date of the meeting (unless such requirement conflicts with any rule, regulation, guideline or requirement of any National Securities Exchange on which the Units are listed or admitted to trading or U.S. federal securities laws, in which case the rule, regulation, guideline or requirement of such National Securities Exchange or U.S. federal securities laws shall govern) or (b) in the event that approvals are sought without a meeting, the date by which such Limited Partners are requested in writing by the General Partner to give such approvals.

Section 13.7 *Postponement and Adjournment.* Prior to the date upon which any meeting of Limited Partners is to be held, the General Partner may postpone such meeting one or more times for any reason by giving notice to each Limited Partner entitled to vote at the meeting so postponed of the place, date and hour at which such meeting would be held. Such notice shall be given not fewer than two days before the date of such meeting and otherwise in accordance with this Article XIII. When a meeting is postponed, a new Record Date need not be fixed unless such postponement shall be for more than 45 days. Any meeting of Limited Partners may be adjourned by the General Partner one or more times for any reason, including the failure of a quorum to be present at the meeting with respect to any proposal or the failure of any proposal to receive sufficient votes for approval. No Limited Partner vote shall be required

for any adjournment. A meeting of Limited Partners may be adjourned by the General Partner as to one or more proposals regardless of whether action has been taken on other matters. When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting and a new Record Date need not be fixed, if the time and place thereof are announced at the meeting at which the adjournment is taken, unless such adjournment shall be for more than 45 days. At the adjourned meeting, the Partnership may transact any business which might have been transacted at the original meeting. If the adjournment is for more than 45 days or if a new Record Date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given in accordance with this Article XIII.

Section 13.8 *Waiver of Notice; Approval of Meeting*. The transactions of any meeting of Limited Partners, however called and noticed, and whenever held, shall be as valid as if it had occurred at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy. Attendance of a Limited Partner at a meeting shall constitute a waiver of notice of the meeting, except when the Limited Partner attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened; and except that attendance at a meeting is not a waiver of any right to disapprove of any matters submitted for consideration or to object to the failure to submit for consideration any matters required to be included in the notice of the meeting, but not so included, if such objection is expressly made at the beginning of the meeting.

Section 13.9 *Quorum and Voting.* Except as otherwise provided by this Agreement or required by the rules or regulations of any National Securities Exchange on which the Common Units are admitted to trading, or applicable law or pursuant to any regulation applicable to the Partnership or its Partnership Interests, the presence, in person or by proxy, of holders of a majority in voting power of the Outstanding Units of the class or classes for which a meeting has been called (including Outstanding Units deemed owned by the General Partner) entitled to vote at the meeting shall constitute a quorum at a meeting of Limited Partners of such class or classes. Abstentions and broker non-votes in respect of such Units shall be deemed to be Units present at such meeting for purposes of establishing a quorum. For all matters presented to the Limited Partners holding Outstanding Units at a meeting at which a quorum is present for which no minimum or other vote of Limited Partners is required by any other provision of this Agreement, the rules or regulations of any National Securities Exchange on which the Common Units are admitted to trading, or applicable law or pursuant to any regulation applicable to the Partnership or its Partnership Interests, a majority of the votes cast by the Limited Partners holding Outstanding Units shall be deemed to constitute the act of all Limited Partners (with abstentions and broker non-votes being deemed to not have been cast with respect to such matter). On any matter where a minimum or other vote of Limited Partners holding Outstanding Units is provided by any other provision of this Agreement or required by the rules or regulations of any National Securities Exchange on which the Common Units are admitted to trading, or applicable law or pursuant to any regulation applicable to the Partnership or its Partnership Interests, such minimum or other vote shall be the vote of Limited Partners required to approve such matter (with the effect of abstentions and broker non-votes to be determined based on the vote of Limited Partners required to approve such matter; provided that if the effect of abstentions and broker non-votes is not specified by such applicable rule, regulation or law, and there is no prevailing interpretation of such effect, then abstentions and broker non-votes shall be deemed to

not have been cast with respect to such matter; *provided further*, that, for the avoidance of doubt, with respect to any matter on which this Agreement requires the approval of a specified percentage of the Outstanding Units, abstentions and broker non-votes shall be counted as votes against such matter). The Limited Partners present at a duly called or held meeting at which a quorum has been established may continue to transact business until adjournment, notwithstanding the exit of enough Limited Partners to leave less than a quorum.

Section 13.10 *Conduct of a Meeting*. The General Partner shall have full power and authority concerning the manner of conducting any meeting of the Limited Partners or solicitation of approvals in writing, including the determination of Persons entitled to vote, the existence of a quorum, the satisfaction of the requirements of Section 13.4, the conduct of voting, the validity and effect of any proxies and the determination of any controversies, votes or challenges arising in connection with or during the meeting or voting. The General Partner shall designate a Person to serve as chairman of any meeting and shall further designate a Person to take the minutes of any meeting. All minutes shall be kept with the records of the Partnership maintained by the General Partner. The General Partner may make such other regulations consistent with applicable law and this Agreement as it may deem advisable concerning the conduct of any meeting of the Limited Partners or solicitation of approvals in writing, including regulations in regard to the appointment of proxies, the appointment and duties of inspectors of votes and approvals, the submission and examination of proxies and other evidence of the right to vote, and the submission and revocation of approvals in writing.

Section 13.11 *Action Without a Meeting*. If authorized by the General Partner, any action that may be taken at a meeting of the Limited Partners may be taken without a meeting if an approval in writing setting forth the action so taken is signed by Limited Partners owning not less than the minimum percentage of the Outstanding Units that would be necessary to authorize or take such action at a meeting at which all the Limited Partners were present and voted (unless such provision conflicts with any rule, regulation, guideline or requirement of any National Securities Exchange on which the Units are listed or admitted to trading, in which case the rule, regulation, guideline or requirement of such National Securities Exchange shall govern). Prompt notice of the taking of action without a meeting shall be given to the Limited Partners who have not approved in writing. The General Partner may specify that any written ballot submitted to Limited Partners for the purpose of taking any action without a meeting shall be returned to the Partnership within the time period, which shall be not less than 20 days, specified by the General Partner. If a ballot returned to the Partnership does not vote all of the Outstanding Units held by such Limited Partners, the Partnership shall be deemed to have failed to receive a ballot for the Outstanding Units that were not voted. If approval of the taking of any permitted action by the Limited Partners is solicited by any Person other than by or on behalf of the General Partner, the written approvals shall have no force and effect unless and until (a) approvals sufficient to take the action proposed are deposited with the Partnership in care of the General Partner, (b) approvals sufficient to take the action proposed are dated as of a date not more than 90 days prior to the date sufficient approvals are first deposited with the Partnership and (c) an Opinion of Counsel is delivered to the General Partner to the effect that the exercise of such right and the action proposed to be taken with respect to any particular matter (i) will not cause the Limited Partners to be deemed to be taking part in the management and control of the business and affairs of the Partnership so as to jeopardize the Limited Partners' limited liability, and (ii) is otherwise permissible under the state statutes then governing the rights, duties and liabilities of the Partnership and the Partners.

Section 13.12 *Right to Vote and Related Matters*.

(a) Only those Record Holders of the Outstanding Units on the Record Date set pursuant to Section 13.6 (and also subject to the limitations contained in the definition of "Outstanding") shall be entitled to notice of, and to vote at, a meeting of Limited Partners or to act with respect to matters as to which the holders of the Outstanding Units have the right to vote or to act. All references in this Agreement to votes of, or other acts that may be taken by, the Outstanding Units shall be deemed to be references to the votes or acts of the Record Holders of such Outstanding Units.

(b) With respect to Units that are held for a Person's account by another Person that is the Record Holder (such as a broker, dealer, bank, trust company or clearing corporation, or an agent of any of the foregoing), such Record Holder shall, in exercising the voting rights in respect of such Units on any matter, and unless the arrangement between such Persons provides otherwise, vote such Units in favor of, and at the direction of, the Person who is the beneficial owner, and the Partnership shall be entitled to assume such Record Holder is so acting without further inquiry. The provisions of this Section 13.12(b) (as well as all other provisions of this Agreement) are subject to the provisions of Section 4.3.

(c) Notwithstanding anything in this Agreement to the contrary, the Record Holder of an Incentive Distribution Right shall not be entitled to vote such Incentive Distribution Right on any Partnership matter.

ARTICLE XIV
MERGER, CONSOLIDATION OR CONVERSION

Section 14.1 *Authority*. The Partnership may merge or consolidate with or into one or more corporations, limited liability companies, statutory trusts or associations, real estate investment trusts, common law trusts or unincorporated businesses, including a partnership (whether general (including a limited liability partnership) or limited (including a limited liability limited partnership)) or convert into any such entity, whether such entity is formed under the laws of the State of Delaware or any other state of the United States of America or any other country, pursuant to a written plan of merger or consolidation ("***Merger Agreement***") or a written plan of conversion ("***Plan of Conversion***"), as the case may be, in accordance with this Article XIV.

Section 14.2 *Procedure for Merger, Consolidation or Conversion*.

(a) Merger, consolidation or conversion of the Partnership pursuant to this Article XIV requires the prior consent of the General Partner; *provided, however*, that, to the fullest extent permitted by law, the General Partner shall have no duty or obligation to consent to any merger, consolidation or conversion of the Partnership and may decline to do so free of any duty or obligation whatsoever to the Partnership or any Limited Partner and, in declining to consent to a merger, consolidation or conversion, shall not be required to act in good faith or

pursuant to any other standard imposed by this Agreement, any other agreement contemplated hereby or under the Delaware Act or any other law, rule or regulation or at equity, and the General Partner in determining whether to consent to any merger, consolidation or conversion of the Partnership shall be permitted to do so in its sole and absolute discretion.

(b) If the General Partner shall determine to consent to the merger or consolidation, the General Partner shall approve the Merger Agreement, which shall set forth:

(i) the name and state or country of domicile of each of the business entities proposing to merge or consolidate;

(ii) the name and state of domicile of the business entity that is to survive the proposed merger or consolidation (the "***Surviving Business Entity***");

(iii) the terms and conditions of the proposed merger or consolidation;

(iv) the manner and basis of exchanging or converting the equity interests of each constituent business entity for, or into, cash, property or interests, rights, securities or obligations of the Surviving Business Entity; and (A) if any general or limited partner interests, securities or rights of any constituent business entity are not to be exchanged or converted solely for, or into, cash, property or general or limited partner interests, rights, securities or obligations of the Surviving Business Entity, the cash, property or interests, rights, securities or obligations of any general or limited partnership, corporation, trust, limited liability company, unincorporated business or other entity (other than the Surviving Business Entity) which the holders of such general or limited partner interests, securities or rights are to receive in exchange for, or upon conversion of their interests, securities or rights, and (B) in the case of equity interests represented by certificates, upon the surrender of such certificates, which cash, property or general or limited partner interests, rights, securities or obligations of the Surviving Business Entity or any general or limited partnership, corporation, trust, limited liability company, unincorporated business or other entity (other than the Surviving Business Entity), or evidences thereof, are to be delivered;

(v) a statement of any changes in the constituent documents or the adoption of new constituent documents (the articles or certificate of incorporation, articles of trust, declaration of trust, certificate or agreement of limited partnership, operating agreement or other similar charter or governing document) of the Surviving Business Entity to be effected by such merger or consolidation;

(vi) the effective time of the merger, which may be the date of the filing of the certificate of merger pursuant to Section 14.4 or a later date specified in or determinable in accordance with the Merger Agreement (*provided, however,* that if the effective time of the merger is to be later than the date of the filing of such certificate of merger, the effective time shall be fixed at a date or time certain at or prior to the time of the filing of such certificate of merger and stated therein); and

(vii) such other provisions with respect to the proposed merger or consolidation that the General Partner determines to be necessary or appropriate.

(c) If the General Partner shall determine to consent to the conversion, the General Partner shall approve the Plan of Conversion, which shall set forth:

(i) the name of the converting entity and the converted entity;

(ii) a statement that the Partnership is continuing its existence in the organizational form of the converted entity;

(iii) a statement as to the type of entity that the converted entity is to be and the state or country under the laws of which the converted entity is to be incorporated, formed or organized;

(iv) the manner and basis of exchanging or converting the equity interests of each constituent business entity for, or into, cash, property or interests, rights, securities or obligations of the converted entity;

(v) in an attachment or exhibit, the certificate of limited partnership of the Partnership;

(vi) in an attachment or exhibit, the certificate of limited partnership, articles of incorporation, or other organizational documents of the converted entity;

(vii) the effective time of the conversion, which may be the date of the filing of the certificate of conversion or a later date specified in or determinable in accordance with the Plan of Conversion (provided, that if the effective time of the conversion is to be later than the date of the filing of such certificate of conversion, the effective time shall be fixed at a date or time certain at or prior to the time of the filing of such certificate of conversion and stated therein); and

(viii) such other provisions with respect to the proposed conversion that the General Partner determines to be necessary or appropriate.

Section 14.3 *Approval by Limited Partners*.

(a) Except as provided in Section 14.3(d), Section 14.3(e) and Section 14.3(f), the General Partner, upon its approval of the Merger Agreement or the Plan of Conversion, as the case may be, shall direct that the Merger Agreement or the Plan of Conversion, as applicable, be submitted to a vote of Limited Partners, whether at a special meeting or by written consent, in either case in accordance with the requirements of Article XIII. A copy or a summary of the Merger Agreement or the Plan of Conversion, as the case may be, shall be included in or enclosed with the notice of a special meeting or the written consent and, subject to any applicable requirements of Regulation 14A pursuant to the Exchange Act or successor provision, no other disclosure regarding the proposed merger, consolidation or conversion shall be required.

(b) Except as provided in Section 14.3(d), Section 14.3(e) and Section 14.3(f), the Merger Agreement or Plan of Conversion, as the case may be, shall be approved upon receiving the affirmative vote or consent of the holders of a Unit Majority unless the Merger

Agreement or Plan of Conversion, as the case may be, effects an amendment to any provision of this Agreement that, if contained in an amendment to this Agreement adopted pursuant to Article XIII, would require for its approval the vote or consent of a greater percentage of the Outstanding Units or of any class of Limited Partners, in which case such greater percentage vote or consent shall be required for approval of the Merger Agreement or the Plan of Conversion, as the case may be.

(c) Except as provided in Section 14.3(d), Section 14.3(e) and Section 14.3(f), after such approval by vote or consent of the Limited Partners, and at any time prior to the filing of the certificate of merger or certificate of conversion pursuant to Section 14.4, the merger, consolidation or conversion may be abandoned pursuant to provisions therefor, if any, set forth in the Merger Agreement or Plan of Conversion, as the case may be.

(d) Notwithstanding anything else contained in this Article XIV or in this Agreement, the General Partner is permitted, without Limited Partner approval, to convert the Partnership or any Group Member into a new limited liability entity, to merge the Partnership or any Group Member into, or convey all of the Partnership's assets to, another limited liability entity that shall be newly formed and shall have no assets, liabilities or operations at the time of such conversion, merger or conveyance other than those it receives from the Partnership or other Group Member if (i) the General Partner has received an Opinion of Counsel that the conversion, merger or conveyance, as the case may be, would not result in the loss of limited liability under the laws of the jurisdiction governing the other limited liability entity (if that jurisdiction is not Delaware) of any Limited Partner as compared to its limited liability under the Delaware Act or cause the Partnership to be treated as an association taxable as a corporation or otherwise to be taxed as an entity for U.S. federal income tax purposes (to the extent not previously treated as such), (ii) the primary purpose of such conversion, merger, or conveyance is to effect a mere change in the legal form of the Partnership into another limited liability entity and (iii) the General Partner determines that the governing instruments of the new entity provide the Limited Partners and the General Partner with substantially similar rights and obligations to the rights and obligations that are herein contained.

(e) Notwithstanding anything else contained in this Article XIV or in this Agreement, the General Partner is further permitted, without Limited Partner approval, to merge or consolidate the Partnership with or into another limited liability entity if (i) the General Partner has received an Opinion of Counsel that the merger or consolidation, as the case may be, would not result in the loss of the limited liability of any Limited Partner under the laws of the jurisdiction governing the other limited liability entity (if that jurisdiction is not Delaware) as compared to its limited liability under the Delaware Act or cause the Partnership to be treated as an association taxable as a corporation or otherwise to be taxed as an entity for U.S. federal income tax purposes (to the extent not previously treated as such), (ii) the merger or consolidation would not result in an amendment to this Agreement, other than any amendments that could be adopted pursuant to Section 13.1, (iii) the Partnership is the Surviving Business Entity in such merger or consolidation, (iv) each Unit Outstanding immediately prior to the effective date of the merger or consolidation is to be an identical Unit of the Partnership after the effective date of the merger or consolidation, and (v) the number of Partnership Interests to be issued by the Partnership in such merger or consolidation does not exceed 20% of the Partnership Interests (other than Incentive Distribution Rights) Outstanding immediately prior to the effective date of such merger or consolidation.

(f) Notwithstanding anything else contained in this Agreement, the General Partner is further permitted, without Limited Partner approval, to convert or otherwise reorganize the Partnership into a new limited liability entity, or to merge the Partnership with or into, or convey all of the Partnership's assets to, another limited liability entity that shall be newly formed and shall have no assets, liabilities or operations immediately prior to such conversion, merger, reorganization or conveyance if (i) the General Partner has determined that the conversion, merger, reorganization or conveyance would not result in the loss of limited liability of any Limited Partner (if that jurisdiction is not Delaware) as compared to such Limited Partner's limited liability under the Delaware Act, and (ii) the primary purpose of the conversion, merger, reorganization or conveyance is to effectuate the provisions of Section 15.1.

(g) Pursuant to Section 17-211(g) of the Delaware Act, an agreement of merger or consolidation approved in accordance with this Article XIV may (i) effect any amendment to this Agreement or (ii) effect the adoption of a new partnership agreement for the Partnership if it is the Surviving Business Entity. Any such amendment or adoption made pursuant to this Section 14.3 shall be effective at the effective time or date of the merger or consolidation.

Section 14.4 *Certificate of Merger or Certificate of Conversion*. Upon the required approval by the General Partner and the Unitholders of a Merger Agreement or the Plan of Conversion, as the case may be, a certificate of merger or certificate of conversion or other filing, as applicable, shall be executed and filed with the Secretary of State of the State of Delaware or the appropriate filing office of any other jurisdiction, as applicable, in conformity with the requirements of the Delaware Act or other applicable law.

Section 14.5 *Effect of Merger, Consolidation or Conversion*.

(a) At the effective time of the merger or consolidation:

(i) all of the rights, privileges and powers of each of the business entities that has merged or consolidated, and all property, real, personal and mixed, and all debts due to any of those business entities and all other things and causes of action belonging to each of those business entities, shall be vested in the Surviving Business Entity and after the merger or consolidation shall be the property of the Surviving Business Entity to the extent they were of each constituent business entity;

(ii) the title to any real property vested by deed or otherwise in any of those constituent business entities shall not revert and is not in any way impaired because of the merger or consolidation;

(iii) all rights of creditors and all liens on or security interests in property of any of those constituent business entities shall be preserved unimpaired; and

(iv) all debts, liabilities and duties of those constituent business entities shall attach to the Surviving Business Entity and may be enforced against it to the same extent as if the debts, liabilities and duties had been incurred or contracted by it.

(b) At the effective time of the conversion:

(i) the Partnership shall continue to exist, without interruption, but in the organizational form of the converted entity rather than in its prior organizational form;

(ii) all rights, title, and interests to all real estate and other property owned by the Partnership shall continue to be owned by the converted entity in its new organizational form without reversion or impairment, without further act or deed, and without any transfer or assignment having occurred, but subject to any existing liens or other encumbrances thereon;

(iii) all liabilities and obligations of the Partnership shall continue to be liabilities and obligations of the converted entity in its new organizational form without impairment or diminution by reason of the conversion;

(iv) all rights of creditors or other parties with respect to or against the prior interest holders or other owners of the Partnership in their capacities as such in existence as of the effective time of the conversion will continue in existence as to those liabilities and obligations and may be pursued by such creditors and obligees as if the conversion did not occur;

(v) a proceeding pending by or against the Partnership or by or against any of Partners in their capacities as such may be continued by or against the converted entity in its new organizational form and by or against the prior Partners without any need for substitution of parties; and

(vi) the Partnership Interests that are to be converted into partnership interests, shares, evidences of ownership or other securities in the converted entity as provided in the Plan of Conversion shall be so converted, and Partners shall be entitled only to the rights provided in the Plan of Conversion.

ARTICLE XV
CORPORATE TREATMENT

Section 15.1 *Corporate or Entity Treatment*. The General Partner shall take such actions as it determines are necessary or appropriate to preserve the status of the Partnership as a partnership for U.S. federal (or applicable state and local) income tax purposes. Notwithstanding the foregoing, if, in connection with the enactment of federal income tax legislation or a change in the official interpretation of existing federal income tax legislation by a governmental authority, the General Partner determines that the Partnership should no longer be characterized as a partnership for U.S. federal or applicable state and local income tax purposes, or that the Common Units held by Persons who are not Affiliates of the General Partner should be converted into or exchanged for interests in a newly formed entity taxed as a corporation or an entity taxable at the entity level for U.S. federal (or applicable state and local) income tax

purposes whose sole asset is Partnership Interests, then the General Partner may, without Limited Partner approval, take such steps, if any, as it determines are necessary or appropriate to (a) cause the Partnership to be treated as, or confirm that the Partnership will be treated as, an entity taxable as a corporation or as an entity taxable at the entity level for U.S. federal (or applicable state and local) income tax purposes, whether by election of the Partnership or conversion of the Partnership or by any other means or methods, or (b) cause Common Units held by Persons who are not Affiliates of the General Partner to be converted into or exchanged for interests in a newly formed entity taxable as a corporation or an entity taxable at the entity level for U.S. federal (or applicable state and local) income tax purposes whose sole asset is Partnership Interests (whether or not Common Units held by the General Partner and Affiliates of the General Partner are also so converted or exchanged) and, in either case, the first sentence of this Section 15.1 shall no longer apply; *provided*, *however*, that, to the fullest extent permitted by law, the General Partner shall have no duty or obligation to make such determination or take such steps and may decline to do so free of any duty or obligation whatsoever to the Partnership or any Limited Partner and, in declining to do so, shall not be required to act in good faith or pursuant to any other standard imposed by this Agreement, any other agreement contemplated hereby or under the Delaware Act or any other law, rule or regulation or at equity. In making any determination provided for in the immediately preceding sentence, the General Partner shall take into account the immediate and long-term tax consequences to the Limited Partners in general. Each Limited Partner does hereby irrevocably constitute and appoint the General Partner, with full power of substitution, the true and lawful attorney-in-fact and agent of such Limited Partner, to execute, acknowledge, verify, swear to, deliver, record and file, in its or its assignee's name, place and stead, all instruments, documents and certificates, and take any other actions, that may from time to time be necessary or appropriate to effectuate a transaction permitted by this Section 15.1 or Section 14.3(f). The foregoing power of attorney shall be irrevocable and is a power coupled with an interest and shall survive and not be affected by the subsequent death, disability, incapacity, dissolution, termination of existence or bankruptcy of, or any other event concerning, a Limited Partner.

ARTICLE XVI
RIGHT TO ACQUIRE LIMITED PARTNER INTERESTS

Section 16.1 *Right to Acquire Limited Partner Interests*.

(a) Notwithstanding any other provision of this Agreement, if at any time the General Partner and its Affiliates hold more than 80% of the total Limited Partner Interests of any class then Outstanding, the General Partner shall then have the right, which right it may assign and transfer in whole or in part to the Partnership or any Affiliate of the General Partner, exercisable at its option, to purchase all, but not less than all, of such Limited Partner Interests of such class then Outstanding held by Persons other than the General Partner and its Affiliates, at the greater of (x) the Current Market Price as of the date three Business Days prior to the date that the notice described in Section 16.1(b) is mailed and (y) the highest price paid by the General Partner or any of its Affiliates for any such Limited Partner Interest of such class purchased during the 90-day period preceding the date that the notice described in Section 16.1(b) is mailed.

(b) If the General Partner, any Affiliate of the General Partner or the Partnership elects to exercise the right to purchase Limited Partner Interests granted pursuant to Section 16.1(a), the General Partner shall deliver to the applicable Transfer Agent or exchange agent notice of such election to purchase (the "***Notice of Election to Purchase***") and shall cause the Transfer Agent or exchange agent to mail a copy of such Notice of Election to Purchase to the Record Holders of Limited Partner Interests of such class (as of a Record Date selected by the General Partner), together with such information as may be required by law, rule or regulation, at least 10, but not more than 60, days prior to the Purchase Date. Such Notice of Election to Purchase shall also be filed and distributed as may be required by the Commission or any National Securities Exchange on which such Limited Partner Interests are listed or admitted to trading. The Notice of Election to Purchase shall specify the Purchase Date and the price (determined in accordance with Section 16.1(a)) at which Limited Partner Interests will be purchased and state that the General Partner, its Affiliate or the Partnership, as the case may be, elects to purchase such Limited Partner Interests, upon surrender of Certificates representing such Limited Partner Interests, in the case of Limited Partner Interests evidenced by Certificates, or instructions agreeing to such redemption in exchange for payment, at such office or offices of the Transfer Agent or exchange agent as the Transfer Agent or exchange agent may specify, or as may be required by any National Securities Exchange on which such Limited Partner Interests are listed or admitted to trading. Any such Notice of Election to Purchase mailed to a Record Holder of Limited Partner Interests at such Record Holder's address as reflected in the Partnership Register shall be conclusively presumed to have been given regardless of whether the owner receives such notice. On or prior to the Purchase Date, the General Partner, its Affiliate or the Partnership, as the case may be, shall deposit with the Transfer Agent or exchange agent cash in an amount sufficient to pay the aggregate purchase price of all of such Limited Partner Interests to be purchased in accordance with this Section 16.1. If the Notice of Election to Purchase shall have been duly given as aforesaid at least 10 days prior to the Purchase Date, and if on or prior to the Purchase Date the deposit described in the preceding sentence has been made for the benefit of the holders of Limited Partner Interests subject to purchase as provided herein, then from and after the Purchase Date, notwithstanding that any Certificate or redemption instructions shall not have been surrendered for purchase or provided, respectively, all rights of the holders of such Limited Partner Interests (including any rights pursuant to Article IV, Article V, Article VI, and Article XII) shall thereupon cease, except the right to receive the purchase price (determined in accordance with Section 16.1(a)) for Limited Partner Interests therefor, without interest, upon surrender to the Transfer Agent or exchange agent of the Certificates representing such Limited Partner Interests, in the case of Limited Partner Interests evidenced by Certificates, or instructions agreeing to such redemption, and such Limited Partner Interests shall thereupon be deemed to be transferred to the General Partner, its Affiliate or the Partnership, as the case may be, on the Partnership Register, and the General Partner or any Affiliate of the General Partner, or the Partnership, as the case may be, shall be deemed to be the Record Holder of all such Limited Partner Interests from and after the Purchase Date and shall have all rights as the Record Holder of such Limited Partner Interests (including all rights as owner of such Limited Partner Interests pursuant to Article IV, Article V, Article VI and Article XII).

(c) In the case of Limited Partner Interests evidenced by Certificates, at any time from and after the Purchase Date, a holder of an Outstanding Limited Partner Interest

subject to purchase as provided in this Section 16.1 may surrender such holder's Certificate evidencing such Limited Partner Interest to the Transfer Agent or exchange agent in exchange for payment of the amount described in Section 16.1(a) therefor, without interest thereon, in accordance with procedures set forth by the General Partner.

ARTICLE XVII
GENERAL PROVISIONS

Section 17.1 *Addresses and Notices; Written Communications*.

(a) Any notice, demand, request, report or proxy materials required or permitted to be given or made to a Partner under this Agreement shall be in writing and shall be deemed given or made when delivered in person or when sent by first class United States mail or by other means of written communication to the Partner at the address described below. Except as otherwise provided herein, any notice, payment or report to be given or made to a Partner hereunder shall be deemed conclusively to have been given or made, and the obligation to give such notice or report or to make such payment shall be deemed conclusively to have been fully satisfied, upon sending of such notice, payment or report to the Record Holder of such Partnership Interests at such Record Holder's address as shown in the Partnership Register, regardless of any claim of any Person who may have an interest in such Partnership Interests by reason of any assignment or otherwise. Notwithstanding the foregoing, if (i) a Partner shall consent to receiving notices, demands, requests, reports or proxy materials via electronic mail or by the Internet or (ii) the rules of the Commission shall permit any report or proxy materials to be delivered electronically or made available via the Internet, any such notice, demand, request, report or proxy materials shall be deemed given or made when delivered or made available via such mode of delivery. An affidavit or certificate of making of any notice, payment or report in accordance with the provisions of this Section 17.1 executed by the General Partner, the Transfer Agent or the mailing organization shall be prima facie evidence of the giving or making of such notice, payment or report. If any notice, payment or report addressed to a Record Holder at the address of such Record Holder appearing in the Partnership Register is returned by the United States Postal Service marked to indicate that the United States Postal Service is unable to deliver it, such notice, payment or report and any subsequent notices, payments and reports shall be deemed to have been duly given or made without further mailing (until such time as such Record Holder or another Person notifies the Transfer Agent or the Partnership of a change in such Record Holder's address) if they are available for the Partner at the principal office of the Partnership for a period of one year from the date of the giving or making of such notice, payment or report to the other Partners. Any notice to the Partnership shall be deemed given if received by the General Partner at the principal office of the Partnership designated pursuant to Section 2.3. The General Partner may rely and shall be protected in relying on any notice or other document from a Partner or other Person if believed by it to be genuine.

(b) The terms "in writing," "written communications," "written notice" and words of similar import shall be deemed satisfied under this Agreement by use of e-mail and other forms of electronic communication.

Section 17.2 *Further Action*. The parties shall execute and deliver all documents, provide all information and take or refrain from taking action as may be necessary or appropriate to achieve the purposes of this Agreement.

Section 17.3 *Binding Effect*. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

Section 17.4 *Integration*. This Agreement constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

Section 17.5 *Creditors*. None of the provisions of this Agreement shall be for the benefit of, or shall be enforceable by, any creditor of the Partnership.

Section 17.6 *Waiver*. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such breach of any other covenant, duty, agreement or condition.

Section 17.7 *Third-Party Beneficiaries*. Each Partner agrees that (a) any Indemnitee shall be entitled to assert rights and remedies hereunder as a third-party beneficiary hereto with respect to those provisions of this Agreement affording a right, benefit or privilege to such Indemnitee and (b) any Unrestricted Person shall be entitled to assert rights and remedies hereunder as a third-party beneficiary hereto with respect to those provisions of this Agreement affording a right, benefit or privilege to such Unrestricted Person.

Section 17.8 *Counterparts*. This Agreement may be executed in counterparts, all of which together shall constitute an agreement binding on all the parties hereto, notwithstanding that all such parties are not signatories to the original or the same counterpart. Each party shall become bound by this Agreement immediately upon affixing its signature hereto or, in the case of a Person acquiring a Limited Partner Interest, pursuant to Section 10.1(a) or (b) without execution hereof.

Section 17.9 *Applicable Law; Forum; Venue and Jurisdiction; Attorneys' Fee; Waiver of Trial by Jury.*

(a) This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, without regard to the principles of conflicts of law.

(b) Each of the Partners and each Person or Group holding any beneficial interest in the Partnership (whether through a broker, dealer, bank, trust company or clearing corporation or an agent of any of the foregoing or otherwise):

(i) irrevocably agrees that any claims, suits, actions or proceedings (A) arising out of or relating in any way to this Agreement (including any claims, suits or actions to interpret, apply or enforce the provisions of this Agreement or the duties, obligations or

liabilities among Partners or of Partners to the Partnership, or the rights or powers of, or restrictions on, the Partners or the Partnership), (B) brought in a derivative manner on behalf of the Partnership, (C) asserting a claim of breach of a duty (including any fiduciary duty) owed by any director, officer, or other employee of the Partnership or the General Partner (or, if the General Partner is a limited partnership, of the general partner of the General Partner), or owed by the General Partner, to the Partnership or the Partners, (D) asserting a claim arising pursuant to any provision of the Delaware Act or (E) asserting a claim governed by the internal affairs doctrine shall be exclusively brought in the Court of Chancery of the State of Delaware, in each case regardless of whether such claims, suits, actions or proceedings sound in contract, tort, fraud or otherwise, are based on common law, statutory, equitable, legal or other grounds, or are derivative or direct claims; provided, however, that any claims, suits, actions or proceedings over which the Court of Chancery of the State of Delaware does not have jurisdiction shall be brought in any other court in the State of Delaware having jurisdiction;

(ii) irrevocably submits to the exclusive jurisdiction of the courts of the State of Delaware in connection with any such claim, suit, action or proceeding;

(iii) agrees not to, and waives any right to, assert in any such claim, suit, action or proceeding that (A) it is not personally subject to the jurisdiction of the courts of the State of Delaware or of any other court to which proceedings in the courts of the State of Delaware may be appealed, (B) such claim, suit, action or proceeding is brought in an inconvenient forum, or (C) the venue of such claim, suit, action or proceeding is improper;

(iv) expressly waives any requirement for the posting of a bond by a party bringing such claim, suit, action or proceeding;

(v) consents to process being served in any such claim, suit, action or proceeding by mailing, certified mail, return receipt requested, a copy thereof to such party at the address in effect for notices hereunder, and agrees that such services shall constitute good and sufficient service of process and notice thereof; provided, however, that nothing in this clause (v) shall affect or limit any right to serve process in any other manner permitted by law; and

(vi) IRREVOCABLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY SUCH CLAIM, SUIT, ACTION OR PROCEEDING.

Section 17.10 *Invalidity of Provisions*. If any provision or part of a provision of this Agreement is or becomes for any reason, invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions and/or parts thereof contained herein shall not be affected thereby and this Agreement shall, to the fullest extent permitted by law, be reformed and construed as if such invalid, illegal or unenforceable provision, or part of a provision, had never been contained herein, and such provision and/or part of a provision shall be reformed so that it would be valid, legal and enforceable to the maximum extent possible.

Section 17.11 *Consent of Partners*. Each Partner hereby expressly consents and agrees that, whenever in this Agreement it is specified that an action may be taken upon the affirmative vote or consent of less than all of the Partners, such action may be so taken upon the concurrence of less than all of the Partners and each Partner shall be bound by the results of such action.

Section 17.12 *Facsimile and Email Signatures*. The use of facsimile signatures and signatures delivered by email in portable document format (.pdf) or other similar electronic format affixed in the name and on behalf of the Transfer Agent on Certificates representing Common Units is expressly permitted by this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

GENERAL PARTNER:

HESS MIDSTREAM PARTNERS GP LP

By: Hess Midstream Partners GP LLC, its general partner

By: /s/ Jonathan C. Stein
Name: Jonathan C. Stein
Title: Chief Financial Officer

ORGANIZATIONAL LIMITED PARTNER:

HESS MIDSTREAM HOLDINGS LLC

By: /s/ John P. Rielly
Name: John P. Rielly
Title: Vice President

EXHIBIT A
to the Second Amended and Restated
Agreement of Limited Partnership of
Hess Midstream Partners LP

Certificate Evidencing Common Units
Representing Limited Partner Interests in
Hess Midstream Partners LP

No. Common Units

In accordance with Section 4.1 of the Second Amended and Restated Agreement of Limited Partnership of Hess Midstream Partners LP, as amended, supplemented or restated from time to time (the "***Partnership Agreement***"), Hess Midstream Partners LP, a Delaware limited partnership (the "***Partnership***"), hereby certifies that (the "***Holder***") is the registered owner of Common Units representing limited partner interests in the Partnership (the "***Common Units***") transferable on the books of the Partnership, in person or by duly authorized attorney, upon surrender of this Certificate properly endorsed. The rights, preferences and limitations of the Common Units are set forth in, and this Certificate and the Common Units represented hereby are issued and shall in all respects be subject to the terms and provisions of, the Partnership Agreement. Copies of the Partnership Agreement are on file at, and will be furnished without charge on delivery of written request to the Partnership at, the principal office of the Partnership located at 1501 McKinney Street, Houston, Texas 77010. Capitalized terms used herein but not defined shall have the meanings given them in the Partnership Agreement.

THE HOLDER OF THIS SECURITY ACKNOWLEDGES FOR THE BENEFIT OF HESS MIDSTREAM PARTNERS LP THAT THIS SECURITY MAY NOT BE TRANSFERRED IF SUCH TRANSFER (AS DEFINED IN THE PARTNERSHIP AGREEMENT) WOULD (A) VIOLATE THE THEN APPLICABLE FEDERAL OR STATE SECURITIES LAWS OR RULES AND REGULATIONS OF THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER GOVERNMENTAL AUTHORITY WITH JURISDICTION OVER SUCH TRANSFER, (B) TERMINATE THE EXISTENCE OR QUALIFICATION OF HESS MIDSTREAM PARTNERS LP UNDER THE LAWS OF THE STATE OF DELAWARE, OR (C) EXCEPT IN CONNECTION WITH AN ACTION PURSUANT TO THE GENERAL PARTNER'S AUTHORITY UNDER SECTION 15.1 OF THE PARTNERSHIP AGREEMENT, CAUSE HESS MIDSTREAM PARTNERS LP TO BE TREATED AS AN ASSOCIATION TAXABLE AS A CORPORATION OR OTHERWISE TO BE TAXED AS AN ENTITY FOR U.S. FEDERAL INCOME TAX PURPOSES (TO THE EXTENT NOT ALREADY SO TREATED OR TAXED). THE GENERAL PARTNER OF HESS MIDSTREAM PARTNERS LP MAY IMPOSE ADDITIONAL RESTRICTIONS ON THE TRANSFER OF THIS SECURITY IF IT RECEIVES AN OPINION OF COUNSEL THAT SUCH RESTRICTIONS ARE NECESSARY TO (A) AVOID A SIGNIFICANT RISK OF HESS MIDSTREAM PARTNERS LP BECOMING TAXABLE AS A CORPORATION OR OTHERWISE BECOMING TAXABLE AS AN ENTITY FOR U.S. FEDERAL INCOME TAX PURPOSES (TO THE EXTENT NOT

ALREADY SO TREATED OR TAXED) OR (B) PRESERVE THE UNIFORMITY OF THE LIMITED PARTNER INTERESTS IN HESS MIDSTREAM PARTNERS LP (OR ANY CLASS OR CLASSES THEREOF). THIS SECURITY MAY BE SUBJECT TO ADDITIONAL RESTRICTIONS ON ITS TRANSFER PROVIDED IN THE PARTNERSHIP AGREEMENT. COPIES OF SUCH AGREEMENT MAY BE OBTAINED AT NO COST BY WRITTEN REQUEST MADE BY THE HOLDER OF RECORD OF THIS SECURITY TO THE SECRETARY OF THE GENERAL PARTNER AT THE PRINCIPAL EXECUTIVE OFFICES OF THE PARTNERSHIP. THE RESTRICTIONS SET FORTH ABOVE SHALL NOT PRECLUDE THE SETTLEMENT OF ANY TRANSACTIONS INVOLVING THIS SECURITY ENTERED INTO THROUGH THE FACILITIES OF ANY NATIONAL SECURITIES EXCHANGE ON WHICH THIS SECURITY IS LISTED OR ADMITTED TO TRADING.

The Holder, by accepting this Certificate, is deemed to have (i) requested admission as, and agreed to become, a Limited Partner and to have agreed to comply with and be bound by and to have executed the Partnership Agreement, (ii) represented and warranted that the Holder has all right, power and authority and, if an individual, the capacity necessary to enter into the Partnership Agreement, and (iii) made the waivers and given the consents and approvals contained in the Partnership Agreement.

This Certificate shall not be valid for any purpose unless it has been countersigned and registered by the Transfer Agent. This Certificate shall be governed by and construed in accordance with the laws of the State of Delaware.

Dated:

HESS MIDSTREAM PARTNERS LP

By: HESS MIDSTREAM PARTNERS GP LP, its general partner

By: Hess Midstream Partners GP LLC, its general partner

_____

By: _____

_____

By: _____

Countersigned and Registered by:

[_____]
as Transfer Agent

By: _____
Authorized Signature

[Reverse of Certificate]

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Certificate, shall be construed as follows according to applicable laws or regulations:

TEN COM — as tenants in common

TEN ENT — as tenants by the entireties

JT TEN — as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT TRANSFERS MIN ACT

Custodian

(Cust) (Minor)

under Uniform Gifts/Transfers to CD Minors Act (State)

Additional abbreviations, though not in the above list, may also be used.

ASSIGNMENT OF COMMON UNITS OF
HESS MIDSTREAM PARTNERS LP

FOR VALUE RECEIVED, hereby assigns, conveys, sells and transfers unto

(Please print or typewrite name and address of assignee)

(Please insert Social Security or other identifying number of assignee)

Common Units representing limited partner interests evidenced by this Certificate, subject to the Partnership Agreement, and does hereby irrevocably constitute and appoint as its attorney-in-fact with full power of substitution to transfer the same on the books of Hess Midstream Partners LP.

Date: _____

NOTE: The signature to any endorsement hereon must correspond with the name as written upon the face of this Certificate in every particular, without alteration, enlargement or change.

(Signature)

(Signature)

THE SIGNATURE(S) MUST BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM), PURSUANT TO S.E.C. RULE 17Ad-15

No transfer of the Common Units evidenced hereby will be registered on the books of the Partnership, unless the Certificate evidencing the Common Units to be transferred is surrendered for registration or transfer.

Exhibit 4.1

Execution Version

REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (this "***Agreement***") is made and entered into as of April 10, 2017 by and among Hess Midstream Partners LP, a Delaware limited partnership (the "***Partnership***"), Hess Midstream Partners GP LP, a Delaware limited partnership ("***HESM GP***"), Hess Midstream Partners GP LLC, a Delaware limited liability company ("***GP LLC***"), Hess Investments North Dakota LLC, a Delaware limited liability company ("***Hess***"), and GIP II Blue Holding Partnership, L.P. ("***GIP***"), a Delaware limited partnership. Hess and GIP are collectively referred to herein as the "***Sponsors***." The Partnership, HESM GP, GP LLC and the Sponsors are collectively referred to herein as the "***Parties***."

WHEREAS, on April 4, 2017 the Partnership, HESM GP, GP LLC and the Sponsors entered into that certain Contribution, Conveyance and Assumption Agreement (the "***Contribution Agreement***"), pursuant to which each Sponsor acquired 5,141,327 common units representing limited partner interests in the Partnership (the "***Common Units***") and 13,639,827 subordinated units representing limited partner interests in the Partnership (the "***Subordinated Units***") in return for contributing certain assets to the Partnership; and

WHEREAS, in connection with the transactions contemplated by the Contribution Agreement, the Parties desire to enter into this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Definitions.** As used in this Agreement, the following terms shall have the respective meanings set forth in this Section 1:

"***Affiliate***" means, with respect to any Person, (a) a Person that directly or indirectly, through one or more intermediaries, Controls, is Controlled by or is under common Control with, such Person, and (b) with respect to any investment fund or similar vehicle, (i) any Person who Controls, is Controlled by, or is under common Control with, such investment fund or similar vehicle and (ii) if such investment fund or similar vehicle is a partnership, a Person who has a common general partner with such investment fund or similar vehicle.

"***Agreement***" has the meaning set forth in the preamble.

"***Automatic Shelf Registration Statement***" means an "automatic shelf registration statement" as defined under Rule 405.

"***Business Day***" means Monday through Friday of each week, except that a legal holiday recognized as such by the government of the United States of America or the State of New York or the State of Texas shall not be regarded as a Business Day.

"***Control***" and its derivatives mean (a) with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether by contract or otherwise; (b) with respect to a corporation, the power to exercise or determine the voting of more than 50% of the voting rights in such

corporation; (c) with respect to a partnership (whether general or limited), ownership, directly or indirectly, of more than 50% of the general partner interests of such partnership; or (d) with respect to any other type of entity, the right to exercise or determine the voting of more than 50% of the equity interests having voting rights in such entity, whether by contract or otherwise.

"***Claim***" has the meaning set forth in Section 5(a).

"***Closing Date***" means the first date on which Common Units are sold by the Partnership to the IPO Underwriters pursuant to the provisions of the IPO Underwriting Agreement.

"***Commission***" means the Securities and Exchange Commission or any other federal agency then administering the Securities Act or Exchange Act.

"***Common Units***" has the meaning set forth in the LP Agreement and, for the avoidance of doubt, shall include any Subordinated Units that have converted into Common Units pursuant to the terms of the LP Agreement.

"***Demand Eligible Holder***" has the meaning set forth in Section 2(a)(ii).

"***Demand Notice***" has the meaning set forth in Section 2(a)(i).

"***Demand Registration***" has the meaning set forth in Section 2(a)(i).

"***Effective Date***" means the time and date that a Registration Statement is first declared effective by the Commission or otherwise becomes effective.

"***Effectiveness Period***" has the meaning set forth in Section 2(a)(ii).

"***Exchange Act***" means the Securities Exchange Act of 1934, as amended.

"***GIP***" has the meaning set forth in the preamble.

"***General Partner***" means HESM GP and its successor and permitted assigns that are admitted to the Partnership as general partner of the Partnership, in its capacity as the general partner of the Partnership (except as the context otherwise requires).

"***GP LLC***" has the meaning set forth in the preamble.

"***HESM GP***" has the meaning set forth in the preamble.

"***Hess***" has the meaning set forth in the preamble.

"***Holder***" means (i) any Sponsor who holds Registrable Securities, (ii) any holder of Registrable Securities to whom the registration rights conferred by this Agreement have been transferred in compliance with Section 7(e) hereof or (iii) the General Partner, if the General Partner is a holder of Registrable Securities.

"***Incentive Distribution Rights***" has the meaning set forth in the LP Agreement.

"***Indemnified Persons***" has the meaning set forth in Section 5.

"***Initiating Holder***" has the meaning set forth in Section 2(a)(i).

"***IPO***" means the initial public offering of Common Units pursuant to the IPO Registration Statement.

"***IPO Registration Statement***" means the Registration Statement on Form S-1 (File No. 333-198896), as amended and declared effective by the Commission.

"***IPO Underwriter***" means each Person named as an underwriter in Schedule I to the IPO Underwriting Agreement who purchases Common Units pursuant thereto.

"***IPO Underwriting Agreement***" means the Underwriting Agreement to be entered into by and among the Partnership, the General Partner and the IPO Underwriters in connection with the IPO.

"***Losses***" has the meaning set forth in Section 5.

"***LP Agreement***" means the First Amended and Restated Agreement of Limited Partnership of Hess Midstream Partners LP, dated as of the Closing Date, as may be amended from time to time.

"***Parties***" has the meaning set forth in the preamble.

"***Partnership***" has the meaning set forth in the preamble.

"***Partnership Securities***" means any equity interest of any class or series in the Partnership, including Common Units, Subordinated Units and Incentive Distribution Rights.

"***Person***" means an individual or group, corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

"***Piggyback Eligible Holder***" has the meaning set forth in Section 2(b)(i).

"***Piggyback Notice***" has the meaning set forth in Section 2(b)(i).

"***Piggyback Registration***" has the meaning set forth in Section 2(b)(i).

"***Piggyback Request***" has the meaning set forth in Section 2(b)(i).

"***Proceeding***" means any action, claim, suit, proceeding or investigation (including a preliminary investigation or partial proceeding, such as a deposition) pending or known to the Partnership to be threatened.

"***Pro Rata***" means, with respect to Holders who have requested to include Registrable Securities in a Registration Statement, apportioned among all such Holders in accordance with the relative number of Registrable Securities held by each such holder and included in the Notice relating to such request.

"***Prospectus***" means the prospectus included in a Registration Statement (including a prospectus that includes any information previously omitted from a prospectus filed as part of an effective Registration Statement in reliance upon Rule 430A promulgated under the Securities Act), as amended or supplemented by any prospectus supplement, with respect to the terms of the offering of any portion of the Registrable Securities covered by a Registration Statement, and all other amendments and supplements to the Prospectus, including post-effective amendments, and all material incorporated by reference or deemed to be incorporated by reference in such Prospectus.

"***Registrable Securities***" means Common Units; *provided, however*, that Registrable Securities shall not include any Partnership Securities for which Rule 144 of the Securities Act or another exemption from registration is available to enable the holder of such Partnership Securities to dispose of the number of Partnership Securities it desires to sell at the time and price it desires to do so without registration under the Securities Act or other similar applicable law (and without any limitation on volume, timing, recipients or intended method or methods of distribution, including through the use of an underwriter, that would not be applicable with a Registration Statement).

"***Registration Expenses***" has the meaning set forth in Section 4.

"***Registration Statement***" means a registration statement in the form required to register the resale of the Registrable Securities under the Securities Act and other applicable law, and including any Prospectus, amendments and supplements to each such registration statement or Prospectus, including pre- and post-effective amendments, all exhibits thereto, and all material incorporated by reference or deemed to be incorporated by reference in such registration statement.

"***Rule 144***" means Rule 144 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

"***Rule 405***" means Rule 405 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

"***Rule 415***" means Rule 415 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

"***Rule 424***" means Rule 424 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

"***Securities Act***" means the Securities Act of 1933, as amended.

"***Selling Expenses***" means all underwriting discounts, selling commissions and stock transfer taxes applicable to the sale of Registrable Securities and fees and disbursements of counsel and advisors for any Selling Holder.

"***Selling Holder***" means any Holder selling any Registrable Securities in any Registration.

"***Shelf Registration Statement***" means a Registration Statement made pursuant to Rule 415 of the Securities Act.

"***Sponsors***" has the meaning set forth in the preamble.

"***Stand-Off Period***" has the meaning set forth in Section 7(f).

"***Subordinated Units***" has the meaning set forth in the LP Agreement.

"***Suspension Period***" has the meaning set forth in Section 2(a).

"***Trading Day***" means a day during which trading in the Common Units on the Trading Market generally occurs.

"***Trading Market***" means the principal national securities exchange on which Registrable Securities are listed.

"***Transaction Documents***" means, collectively, this Agreement, the LP Agreement, the Contribution Agreement and any and all other agreements or instruments provided for in this Agreement to be executed and delivered by the Parties in connection with the transactions contemplated hereby.

"***Underwritten Offering***" means an offering pursuant to a Registration Statement in which Partnership Securities are sold to an underwriter on a firm commitment basis for reoffering to the public (other than the IPO).

"***WKSI***" means a "***well known seasoned issuer***" as defined under Rule 405.

Unless the context requires otherwise: (a) any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms; (b) references to Articles and Sections refer to Articles and Sections of this Agreement; (c) the terms "include", "includes", "including" or words of like import shall be deemed to be followed by the words "without limitation"; (d) the terms "hereof", "herein" or "hereunder" refer to this Agreement as a whole and not to any particular provision of this Agreement; (e) unless the context otherwise requires, the term "or" is not exclusive and shall have the inclusive meaning of "and/or"; (f) defined terms herein will apply equally to both the singular and plural forms and derivative forms of defined terms will have correlative meanings; (g) references to any law or statute shall include all rules and regulations promulgated thereunder, and references to any law or statute shall be construed as including any legal and statutory provisions consolidating, amending,

succeeding or replacing the applicable law or statute; (h) references to any Person include such Person's successors and permitted assigns; and (i) references to "days" are to calendar days unless otherwise indicated.

2. **Registration**.

(a) Demand Registration.

(i) At any time after the 180th day after the Closing Date, any Holder that holds Registrable Securities (the "***Initiating Holder***") shall have the option and right, exercisable by delivering a written notice to the Partnership (a "***Demand Notice***"), to require the Partnership to, pursuant to the terms and subject to the limitations set forth in this Agreement, prepare and file with the Commission a Registration Statement registering the offering and sale of the number and type of Registrable Securities on the terms set forth in the Demand Notice (a "***Demand Registration***"). Upon receipt of a Demand Notice from any Initiating Holder (the "***Initiating Holder***"), the Partnership shall file with the Commission as promptly as reasonably practicable a Registration Statement providing for the offer and sale of the Registrable Securities identified in such Demand Notice, which Registration Statement may, at the option of the Initiating Holder, be a Registration Statement that provides for the resale of the Registrable Securities from time to time pursuant to Rule 415 under the Securities Act in accordance with the intended timing and method or methods of distribution thereof specified in the Demand Notice. The Partnership shall have the right to elect that any Demand Registration be made pursuant to a Shelf Registration Statement. The Partnership shall use commercially reasonable efforts to cause such Registration Statement to become effective as soon as reasonably practicable after the initial filing of the Registration Statement and to remain effective and available for the resale of the Registrable Securities by the Selling Holders named therein for not less than six months following such Registration Statement's effective date or such shorter period when all Registrable Securities covered by such Registration Statement have been sold (the "***Effectiveness Period***"); *provided, however,* that the Partnership shall not be required to effect the Registration of Registrable Securities pursuant to this Section 2(a) unless at least an aggregate of 1,500,000 Registrable Securities (as adjusted to reflect splits, combinations, dividends and recapitalizations) are offered or the Registrable Securities are offered at an aggregate proposed offering price of not less than $30 million. In the event the Partnership receives a Demand Notice from one or more Holders request that satisfies the conditions set forth in the immediately preceding sentence, the Partnership shall retain such underwriters and bookrunning managers as are mutually agreed by the Partnership and the Selling Holders in order to permit such Selling Holders to offer and sell the Registrable Securities set forth in the Demand Notice through an Underwritten Offering. The Partnership and such Selling Holders shall enter into an underwriting agreement in customary form and take all reasonable actions as are requested by the managing underwriters to facilitate the Underwritten Offering and sale of Registrable Securities therein. No Holder may participate in the Underwritten Offering unless it agrees to sell its Registrable Securities covered by the Registration Statement on the terms and conditions set forth in the underwriting agreement and completes and delivers all necessary documents and information reasonably required under the terms of such underwriting agreement or as the

General Partner may determine is reasonably necessary to effect such Underwritten Offering. Any Holder may withdraw from such Underwritten Offering by notice to the Partnership and the managing underwriter, *provided* such notice is delivered prior to the launch of such Underwritten Offering.

(ii) Within five (5) Trading Days of the Partnership's receipt of a Demand Notice, the Partnership shall give written notice of such Demand Notice to all Holders eligible to participate in the Demand Registration pursuant to this Section 2(a) (the "***Demand Eligible Holders***"). and shall, subject to the limitations of this Section 2(a), as promptly as is reasonably practicable, file a Registration Statement covering all of the Registrable Securities that the Demand Eligible Holders shall in writing request (such request to be given to the Partnership within five (5) Trading Days of receipt of such notice of the Demand Notice given by the Partnership pursuant to this Section 2(a)(ii)) to be included in such Demand Registration as directed by the Initiating Holder in the Demand Notice.

(iii) Subject to the other limitations contained in this Agreement, the Partnership is not obligated hereunder to effect more than (A) one (1) Demand Registration on Form S-1 (or any equivalent or successor form under the Securities Act) in any twelve (12) month period and (B) two (2) Demand Registrations on Form S-3 (or any equivalent or successor form under the Securities Act) in any twelve (12) month period.

(iv) Notwithstanding any other provision of this Section 2(a), the Partnership shall not be required to effect a registration or file a Registration Statement pursuant to this Section 2(a), and may suspend the use of an effective Registration Statement: (A) during the period starting with the date that is sixty (60) days prior to the General Partner's good faith estimate of the date of filing of, and ending on the date that is ninety (90) days after the effective date of, a Partnership-initiated registration that is approved by the board of directors of the General Partner, provided that the Partnership is actively employing commercially reasonable efforts to cause such registration statement to become effective; (B) for a period of up to ninety (90) days after the date a Demand Notice is received by the Partnership pursuant to this Section 2(a) if the General Partner determines that the Partnership's compliance with its obligations under this Agreement would be detrimental to the Partnership because such registration would be reasonably likely to (x) materially interfere with a significant acquisition, financing, merger, reorganization or other similar transaction involving the Partnership or otherwise have a material adverse effect on the Partnership, (y) require disclosure of material information that the Partnership has a bona fide business purpose for preserving as confidential or (z) render the Partnership unable to comply with requirements under applicable securities laws (any such period, a "***Suspension Period***"); *provided*, *however*, that in no event shall the Partnership postpone or defer any Demand Registration pursuant to this Section 2(a)(iv) for more than an aggregate of one hundred and eighty (180) days in any twelve (12) month period.

(v) Notwithstanding any other provision of this Section 2(a), in the event that the managing underwriter of an Underwritten Offering advises the Partnership

and the Demand Eligible Holders in writing that, in such managing underwriter's opinion, the inclusion of all or some Registrable Securities of Demand Eligible Holders in a subject Registration Statement would have a material adverse effect on the timing or success of the Underwritten Offering (including the price received for the securities to be offered in such Underwritten Offering), the total number of Registrable Securities of each Demand Eligible Holder that shall be included in such Underwritten Offering shall be reduced on a Pro Rata basis until the total number of Registrable Securities offered in such Underwritten Offering will not, in the opinion of the managing underwriter, have such a material adverse effect. Any Registrable Securities excluded or withdrawn from such Underwritten Offering shall be withdrawn from the registration.

(vi) The Partnership may include in any such Demand Registration other Partnership Securities for sale for its own account or for the account of any other Person; *provided* that if the managing underwriter for the offering determines that the number of Partnership Securities proposed to be offered in such offering would have a material adverse effect on the timing or success of such offering (including the price received for the securities to be offered in such offering), then the Registrable Securities to be sold by the Demand Eligible Holders shall be included in such registration before any Partnership Securities proposed to be sold for the account of the Partnership or any other Person. Any such Registrable Securities to be offered in such offering shall be allocated among the Demand Eligible Holders on a Pro Rata basis.

(vii) Subject to the limitations contained in this Agreement, the Partnership shall effect any Demand Registration on Form S-3 (except if the Partnership is not then eligible to register for resale the Registrable Securities on Form S-3, in which case such Demand Registration shall be effected on another appropriate form for such purpose pursuant to the Securities Act) and if the Partnership becomes, and is at the time of its receipt of a Demand Notice, a WKSI, the Demand Registration for any offering and selling of Registrable Securities through a firm commitment underwriting shall be effected pursuant to an Automatic Shelf Registration Statement, which shall be on Form S-3 or any equivalent or successor form under the Securities Act (if available to the Partnership); *provided*, *however*, that if at any time a Registration Statement on Form S-3 is effective and a Holder provides written notice to the Partnership that it intends to effect an offering of all or part of the Registrable Securities included on such Registration Statement, the Partnership will amend or supplement such Registration Statement as may be necessary in order to enable such offering to take place.

(viii) Without limiting Section 3, in connection with any Demand Registration pursuant to and in accordance with this Section 2(a), the Partnership shall, (A) promptly prepare and file or cause to be prepared and filed (1) such additional forms, amendments, supplements, prospectuses, certificates, letters, opinions and other documents, as may be necessary or advisable to register or qualify the securities subject to such Demand Registration, including under the securities laws of such states as the Demand Eligible Holders shall reasonably request; *provided*, *however*, that no such qualification shall be required in any jurisdiction where, as a result thereof, the Partnership would become subject to general service of process or to taxation or qualification to do business in such jurisdiction solely as a result of registration and (2)

such forms, amendments, supplements, prospectuses, certificates, letters, opinions and other documents as may be necessary to apply for listing or to list the Registrable Securities subject to such Demand Registration on the Trading Market and (B) do any and all other acts and things that may be necessary or appropriate or reasonably requested by the Demand Eligible Holders to enable such Holders to consummate a public sale of such Registrable Securities in accordance with the intended timing and method or methods of distribution thereof.

(ix) In the event a Holder transfers Registrable Securities included on a Registration Statement in accordance with Section 7(e), and such Registrable Securities remain Registrable Securities following such transfer, at the request of such Holder, the Partnership shall amend or supplement such Registration Statement as may be necessary in order to enable such transferee to offer and sell such Registrable Securities pursuant to such Registration Statement.

(x) The Partnership shall use commercially reasonable efforts to become eligible to use Form S-3 and, after becoming eligible to use Form S-3, shall use commercially reasonable efforts to remain eligible to use Form S-3, including by timely filing all reports with the Commission and meeting the other requirements of the Exchange Act.

(b) Piggyback Registration.

(i) At any time after the 180th day after the Closing Date, if the Partnership shall propose at any time to file a Registration Statement, other than pursuant to a Demand Registration, for an offering of Partnership Securities for cash (other than an offering relating to an employee benefit plan or dividend reinvestment plan, an offering relating to a transaction on Form S-4 or an offering on any registration statement that does not permit secondary sales), the Partnership shall promptly notify all Holders eligible to participate in such offering (each a "***Piggyback Eligible Holder***") of such proposal reasonably in advance of (and in any event at least five (5) Business Days before) the anticipated filing date (the "***Piggyback Notice***"). The Piggyback Notice shall offer the Piggyback Eligible Holders the opportunity to include for registration in such Registration Statement the number of Registrable Securities as they may request (a "***Piggyback Registration***"). The Partnership shall use commercially reasonable efforts to include in such Registration Statement such number of Registrable Securities held by any Holder as each Holder shall request in a written notice (a "***Piggyback Request***") to the Partnership within two Business Days of such Holder's receipt of such Piggyback Request from the Partnership. If a Piggyback Eligible Holder decides not to include all of its Registrable Securities in any Registration Statement thereafter filed by the Partnership, such Piggyback Eligible Holder shall nevertheless continue to have the right to include any Registrable Securities in any subsequent registration statement or registration statements as may be filed by the Partnership with respect to offerings of Partnership Securities, all upon the terms and conditions set forth herein.

(ii) If the Registration Statement under which the Partnership gives notice under this Section 2(b) is for an Underwritten Offering, then any Holder's ability

to include its desired amount of Registrable Securities in such Registration Statement shall be conditioned upon such Piggyback Eligible Holder's participation in such underwriting and the inclusion of such Piggyback Eligible Holder's Registrable Securities in the Underwritten Offering; *provided* that, in the event that the managing underwriter of such Underwritten Offering advises the Partnership and the Holder in writing that, in such managing underwriter's opinion, the inclusion of all or some Registrable Securities of Piggyback Eligible Holders would have a material adverse effect on the timing or success of the Underwritten Offering (including the price received for the securities to be offered in such Underwritten Offering), the amount of Registrable Securities of each Selling Holder that shall be included in such Underwritten Offering shall be reduced on a Pro Rata basis until the total number of Registrable Securities offered in such Underwritten Offering will not, in the opinion of the managing underwriter, have such a material adverse effect. In connection with any such Underwritten Offering, the Partnership and the Selling Holders involved shall enter into an underwriting agreement in customary form with the underwriter or underwriters selected for such Underwritten Offering by the Partnership and take all reasonable actions as are requested by the managing underwriters to facilitate the Underwritten Offering and sale of Registrable Securities therein. No Holder may participate in the Underwritten Offering unless it agrees to sells its Registrable Securities covered by the Registration Statement on the terms and conditions of the underwriting agreement and completes and delivers all necessary documents and information reasonably required under the terms of such underwriting agreement or as the General Partner may determine is reasonably necessary to effect such Underwritten Offering. Any Holder may irrevocably withdraw from such Underwritten Offering by delivering written notice to the Partnership and the managing underwriter; *provided* such notice is delivered prior to the launch of such Underwritten Offering; *provided further* that, if such withdrawal results in the termination of such Underwritten Offering, such Holder shall reimburse the Partnership for any costs reasonably incurred by the Partnership with respect to such Underwritten Offering. The Partnership shall have the right to terminate or withdraw any Registration Statement or Underwritten Offering initiated by it under this Section 2(b) prior to the effective date of the Registration Statement or the pricing date of the applicable Underwritten Offering, as applicable. For any Piggyback Eligible Holder that is a partnership, limited liability company, corporation or other entity, the partners, members, stockholders, subsidiaries, parents and Affiliates of such Piggyback Eligible Holder, or the estates and family members of any such partners/members and retired partners/members and any trusts for the benefit of any of the foregoing Persons, shall be deemed to be a single "Piggyback Eligible Holder," and any Pro Rata reduction with respect to such "Piggyback Eligible Holder" shall be based upon the aggregate amount of securities carrying registration rights owned by all entities and individuals included in such "Piggyback Eligible Holder," as defined in this sentence.

(iii) The Partnership shall have the right to terminate or withdraw any registration initiated by it under this Section 2(b) prior to the Effective Date of such Registration Statement whether or not any Piggyback Eligible Holder has elected to include Registrable Securities in such Registration Statement. The registration expenses of such withdrawn registration shall be borne by the Partnership in accordance with Section 4 hereof.

(c) Any Demand Notice or Piggyback Request shall (i) specify the Registrable Securities intended to be offered and sold by the Holder making the request, (ii) express such Holder's present intent to offer such Registrable Securities for distribution, (iii) describe the nature or method of the proposed offer and sale of Registrable Securities and (iv) contain the undertaking of such Holder to provide all such information and materials and take all action as may reasonably be required in order to permit the Partnership to comply with all applicable requirements in connection with the registration of such Registrable Securities.

(d) No Holder shall have any right to obtain or seek an injunction restraining or otherwise delaying any such registration as the result of any controversy that might arise with respect to the interpretation or implementation of this Section 2.

(e) The Partnership has not entered into and, unless agreed in writing by each of the Sponsors, on or after the date of this Agreement will not enter into, any agreement which (a) is inconsistent with the rights granted to the Holders with respect to Registrable Securities in this Agreement or otherwise conflicts with the provisions hereof in any material respect or (b) other than as set forth in this Agreement or in the LP Agreement, would allow any holder of Partnership Securities to include Partnership Securities in any Registration Statement filed by the Partnership on a basis that is superior or more favorable in any material respect to the rights granted to the Holders hereunder.

3. **Registration Procedures**.

The procedures to be followed by the Partnership and each Holder that elects to sell Registrable Securities in a Registration Statement pursuant to this Agreement, and the respective rights and obligations of the Partnership and such Holders, with respect to the preparation, filing and effectiveness of such Registration Statement, are as follows:

(a) The Partnership will furnish to each Selling Holder (i) as far in advance as reasonably practicable before filing a Registration Statement or any supplement or amendment thereto, upon request, copies of reasonably complete drafts of all such documents proposed to be filed (including exhibits and each document incorporated by reference therein to the extent then required by the rules and regulations of the Commission), and provide each such Selling Holder the opportunity to object to any information pertaining to such Selling Holder and its plan of distribution that is contained therein and make the corrections reasonably requested by such Selling Holder with respect to such information prior to filing a Registration Statement or supplement or amendment thereto, and (ii) such number of copies of such Registration Statement and the prospectus included therein and any supplements and amendments thereto as such Persons may reasonably request in order to facilitate the public sale or other disposition of the Registrable Securities covered by such Registration Statement; *provided*, *however*, that the Partnership will not have any obligation to provide any document pursuant to clauses (i) or (ii) above that is available on the Commission's website.

(b) Each Selling Holder will provide to the Partnership such information regarding such Selling Holder that is reasonably requested by the Partnership for inclusion in a Registration Statement, preliminary prospectus, final prospectus or free writing prospectus relating to the Registrable Securities held by such Selling Holder or as the General Partner otherwise deems necessary or appropriate in order for the Partnership to fulfill its obligations under this Agreement. Such Selling Holder will promptly notify the Partnership of any change in any such information provided by such Selling Holder.

(c) If applicable, the Partnership will use its commercially reasonable efforts to register or qualify the Registrable Securities covered by a Registration Statement under the securities or blue sky laws of such jurisdictions as the Selling Holders or, in the case of an Underwritten Offering, the managing underwriter, shall reasonably request; *provided, however*, that the Partnership will not be required to qualify generally to transact business in any jurisdiction where it is not then required to so qualify or to take any action that would subject it to general service of process or taxation in any jurisdiction where it is not then so subject.

(d) The Partnership will promptly notify each Selling Holder and each underwriter, at any time when a prospectus is required to be delivered under the Securities Act, of (i) the filing of a Registration Statement or any prospectus or prospectus supplement to be used in connection therewith, or any amendment or supplement thereto, and, with respect to such Registration Statement or any post-effective amendment thereto, when the same has become effective; and (ii) any written comments from the Commission with respect to any Registration Statement or any document incorporated by reference therein and any written request by the Commission for amendments or supplements to a Registration Statement or any prospectus or prospectus supplement thereto.

(e) The Partnership will immediately notify each Selling Holder and each applicable underwriter, and each Selling Holder will immediately notify the Partnership, at any time when a prospectus is required to be delivered under the Securities Act, when the Partnership or such Selling Holder, as applicable, becomes aware of (i) the occurrence of any event or existence of any fact (but not a description of such event or fact) as a result of which the prospectus or prospectus supplement contained in a Registration Statement, as then in effect, includes an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading (in the case of the Prospectus contained therein, in the light of the circumstances under which a statement is made); (ii) the issuance or threat of issuance by the Commission of any stop order suspending the effectiveness of a Registration Statement, or the initiation of any proceedings for that purpose; or (iii) the receipt by the Partnership of any notification with respect to the suspension of the qualification of any Registrable Securities for sale under the applicable securities or blue sky laws of any jurisdiction. Following the provision of such notice, the Partnership agrees to, as promptly as practicable, amend or supplement the prospectus or prospectus supplement or take other appropriate action so that the prospectus or prospectus supplement does not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading (in the case of the Prospectus contained therein, in the light of the circumstances under which a statement is made) and to take such other reasonable action as is necessary to remove a stop order, suspension, threat thereof or proceedings related thereto; *provided, however*, that no notice by the Partnership shall be

required pursuant to this clause (iii) in the event that the Partnership either promptly files a prospectus supplement to update the Prospectus or a Form 8-K or other appropriate Exchange Act report that is incorporated by reference into the Registration Statement, which in either case, contains the requisite information that results in such Registration Statement no longer containing any untrue statement of material fact or omitting to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(f) The Partnership and each Selling Holder will enter into customary agreements and take such other actions as are reasonably requested by, as applicable, the General Partner, the Selling Holders or the underwriters, if any, in order to expedite or facilitate the disposition of the Registrable Securities, including the provision of comfort letters and legal opinions as are reasonable and customary in such securities offerings.

(g) The Partnership will use commercially reasonable efforts to, as promptly as reasonably practicable, (i) prepare and file with the Commission such amendments, including post- effective amendments, and supplements to each Registration Statement and the Prospectus used in connection therewith as may be necessary under applicable law to keep such Registration Statement continuously effective with respect to the disposition of all Registrable Securities covered thereby for its Effectiveness Period and, subject to the limitations contained in this Agreement, prepare and file with the Commission such additional Registration Statements in order to register for resale under the Securities Act all of the Registrable Securities held by the Holders; (ii) cause the related Prospectus to be amended or supplemented by any required prospectus supplement, and as so supplemented or amended to be filed pursuant to Rule 424; and (iii) respond to any comments received from the Commission with respect to each Registration Statement or any amendment thereto and, as promptly as reasonably possible provide such Holders true and complete copies of all correspondence from and to the Commission relating to such Registration Statement that pertains to such Holders as selling Holders but not any comments that would result in the disclosure to such Holders of material and non-public information concerning the Partnership.

(h) If any Registrable Securities are certificated or if otherwise agreed by the Partnership, the Partnership will cooperate with such Holders to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be delivered to a transferee pursuant to a Registration Statement, which certificates shall be free of all restrictive legends indicating that the Registrable Securities are unregistered or unqualified for resale under the Securities Act, Exchange Act or other applicable securities laws, and to enable such Registrable Securities to be in such denominations and registered in such names as any such Holder may request in writing. In connection therewith, if required by the Partnership’s transfer agent, the Partnership will promptly, after the Effective Date of the Registration Statement, cause an opinion of counsel as to the effectiveness of the Registration Statement to be delivered to and maintained with its transfer agent, together with any other authorizations, certificates and directions required by the transfer agent which authorize and direct the transfer agent to issue such Registrable Securities without any such legend upon sale by the Holder of such Registrable Securities under the Registration Statement.

(i) In the event such Holders seek to complete an underwritten offering, for a reasonable period prior to the filing of any Registration Statement and throughout the Effectiveness Period, the Partnership will make available upon reasonable notice at the Partnership's principal place of business or such other reasonable place for inspection by the managing underwriter or managing underwriters such financial and other information and books and records of the Partnership, and cause the officers, employees, counsel and independent certified public accountants of the Partnership to respond to such inquiries, as shall be reasonably necessary (and in the case of counsel, not violate an attorney-client privilege in such counsel's reasonable belief) to conduct a reasonable investigation within the meaning of Section 11 of the Securities Act.

(j) In connection with any registration of Registrable Securities pursuant to this Agreement, the Partnership will take all commercially reasonable actions as are necessary or advisable in order to expedite or facilitate the disposition of Registrable Securities by such Holders, including using commercially reasonable efforts to cause appropriate officers and employees to be available, on a customary basis and upon reasonable notice, to meet with prospective investors in presentations, meetings and road shows.

(k) The Partnership will use commercially reasonable efforts to avoid the issuance of, or, if issued, to obtain the withdrawal of (i) any order suspending the effectiveness of a Registration Statement, or (ii) any suspension of the qualification (or exemption from qualification) of any of the Registrable Securities for sale in any jurisdiction, at the earliest practicable moment, or if any such order or suspension is made effective during any Suspension Period, at the earliest practicable moment after the Suspension Period is over.

4. **Registration Expenses**. Except as set forth in an underwriting agreement for the applicable Underwritten Offering or as otherwise agreed between a Selling Holder and the Partnership, all Registration Expenses of a Registration Statement filed or an Underwritten Offering that includes Registrable Securities pursuant to this Agreement shall be paid by the Partnership; *provided*, *however,* that any Selling Expenses related to a Registration Statement or an Underwritten Offering that includes Registrable Securities pursuant to this Agreement shall be paid by the Selling Holders. "***Registration Expenses***" shall include, without limitation, (i) all registration and filing fees (including fees and expenses (A) with respect to filings required to be made with the Trading Market and (B) in compliance with applicable state securities or "Blue Sky" laws), (ii) printing expenses (including expenses of printing certificates for Partnership Securities and of printing prospectuses if the printing of prospectuses is reasonably requested by a Holder of Registrable Securities included in the Registration Statement), (iii) messenger, telephone and delivery expenses, (iv) fees and disbursements of counsel, auditors and accountants for the Partnership, (v) Securities Act liability insurance, if the Partnership so desires such insurance and (vi) fees and expenses of all other Persons retained by the Partnership in connection with the consummation of the transactions contemplated by this Agreement. In addition, the Partnership shall be responsible for all of its expenses incurred in connection with the consummation of the transactions contemplated by this Agreement (including expenses payable to third parties and including all salaries and expenses of their officers and employees performing legal or accounting duties), the expense of any annual audit and the fees and expenses incurred in connection with the listing of the Registrable Securities on the Trading Market.

5. **Indemnification.**

(a) If requested by a Holder, the Partnership shall indemnify and hold harmless each underwriter, if any, engaged in connection with any registration referred to in Section 2 and provide representations, covenants, opinions and other assurances to any underwriter in form and substance reasonably satisfactory to such underwriter and the Partnership. Further, the Partnership shall, to the fullest extent permitted by law, indemnify and hold harmless each Selling Holder, its officers, directors and each Person who controls the Holder (within the meaning of the Securities Act) and any agent thereof (collectively, "***Indemnified Persons***") from and against any and all losses, claims, damages, liabilities, joint or several, expenses (including reasonable legal fees and expenses), judgments, fines, penalties, interest, settlements or other amounts arising from any and all claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative, in which any Indemnified Person may be involved, or is threatened to be involved, as a party or otherwise, under the Securities Act or otherwise (hereinafter referred to in this Section 5 individually as a "***claim***" and collectively as "***claims***") based upon, arising out of or resulting from any untrue statement or alleged untrue statement of any material fact contained in any Registration Statement, preliminary prospectus, final prospectus or issuer free writing prospectus under which any Registrable Securities were registered or sold by such Selling Holder under the Securities Act, or arising out of, based upon or resulting from the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances in which they were made, not misleading; *provided, however,* that the Partnership shall not be liable to any Indemnified Person to the extent that any such claim (x) arises out of, is based upon or results from an untrue statement or alleged untrue statement or omission or alleged omission made in such Registration Statement, preliminary prospectus, final prospectus or issuer free writing prospectus in reliance upon and in conformity with written information furnished to the Partnership by or on behalf of such Indemnified Person specifically for use in the preparation thereof or (y) is attributable to a claim arising from offers or sales of Registrable Securities that are made by a Selling Holder during a period that the Selling Holder knows is a Suspension Period.

(b) Each Selling Holder shall, to the fullest extent permitted by law, indemnify and hold harmless the Partnership, the General Partner, the General Partner's officers and directors and each Person who controls the Partnership or the General Partner (within the meaning of the Securities Act) and any agent thereof to the same extent as the foregoing indemnity from the Partnership to the Selling Holders, but only with respect to information regarding such Selling Holder furnished in writing by or on behalf of such Selling Holder expressly for inclusion in a Registration Statement, preliminary prospectus, final prospectus or free writing prospectus relating to the Registrable Securities held by such Selling Holder.

(c) The provisions of this Section 5 shall be in addition to any other rights to indemnification or contribution that a Person entitled to indemnification under this Agreement may have pursuant to law, equity, contract or otherwise. Notwithstanding anything to the contrary herein, this Section 5 shall survive any termination or expiration of this Agreement indefinitely.

6. **Facilitation of Sales Pursuant to Rule 144**. To the extent it shall be required to do so under the Exchange Act, the Partnership shall timely file the reports required to be filed by it under the Exchange Act or the Securities Act (including the reports under Sections 13 and 15(d) of the Exchange Act referred to in subparagraph (c)(1) of Rule 144), and shall take such further action as any Holder may reasonably request, all to the extent required from time to time to enable the Holders to sell Registrable Securities without registration under the Securities Act within the limitations of the exemption provided by Rule 144. Upon the request of any Holder in connection with that Holder's sale pursuant to Rule 144, the Partnership shall deliver to such Holder a written statement as to whether it has complied with such requirements.

7. **Miscellaneous**.

(a) Remedies. In the event of a breach by the Partnership of any of its obligations under this Agreement, each Holder, in addition to being entitled to exercise all rights granted by law and under this Agreement, including recovery of damages, will be entitled to specific performance of its rights under this Agreement. The Partnership agrees that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it of any of the provisions of this Agreement and further agrees that, in the event of any action for specific performance in respect of such breach, it shall waive the defense that a remedy at law would be adequate.

(b) Discontinued Disposition. Each Holder agrees by its acquisition of Registrable Securities that, upon receipt of a notice from the Partnership of the occurrence of any event of the kind described in clauses (ii) through (v) of Section 3(d), such Holder will forthwith discontinue disposition of such Registrable Securities under the Registration Statement until such Holder's receipt of the copies of the supplemental Prospectus or amended Registration Statement or until it is advised in writing by the Partnership that the use of the applicable Prospectus may be resumed, and, in either case, has received copies of any additional or supplemental filings that are incorporated or deemed to be incorporated by reference in such Prospectus or Registration Statement. The Partnership may provide appropriate stop orders to enforce the provisions of this Section 7(b).

(c) Amendments and Waivers. No provision of this Agreement may be waived or amended except in a written instrument signed by the Parties. The Partnership shall provide prior notice to all Holders of any proposed waiver or amendment. No waiver of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of any Party to exercise any right hereunder in any manner impair the exercise of any such right.

(d) Notices. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via facsimile or electronic mail as specified in this Section 7(d) prior to 5:00 p.m. (Eastern Standard Time) on a Business Day, (ii) the Business Day after the date of transmission, if such notice or communication is delivered via facsimile or electronic mail as specified in this Agreement later than 5:00 p.m. (Eastern Standard Time) on any date and earlier than 11:59 p.m.

(Eastern Standard Time) on such date, (iii) the Business Day following the date of mailing, if sent by nationally recognized overnight courier service or (iv) upon actual receipt by the Party to whom such notice is required to be given. The address for such notices and communications shall be as follows:

If to the Partnership, HESM GP or GP LLC:	c/o Hess Midstream Partners GP LLC 1185 Avenue of the Americas, 40th Floor New York, New York 10036 Attention: General Counsel Telephone: 212-536-8004 Facsimile: 212-536-8241 Email: TGoodell@hess.com
With a copy (which shall not constitute notice) to:	Hess Midstream Partners LP c/o Hess Midstream Partners GP LLC 1501 McKinney Street Houston, Texas 77010 Attention: Chief Financial Officer Telephone: 713-496-8252 Facsimile: 713-496-8028 Email: JStein@hess.com
If to GIP:	GIP II Blue Holding Partnership, L.P. c/o Global Infrastructure Management, LLC 12 East 49th Street, 38th Floor New York, New York 10017 Attention: William Brilliant Telephone: (212) 315-8180 Facsimile: (646) 282-1580 Email: will.brilliant@global-infra.com
With a copy (which shall not constitute notice) to:	GIP II Blue Holding Partnership, L.P. c/o Global Infrastructure Management UK LLP 5 Wilton Road, Sixth Floor London SW1V 1AN United Kingdom Attention: Joseph Blum, General Counsel Telephone: +44 207 798 0430 Facsimile: +44 207 798 0530 Email: joe.blum@global-infra.com
If to Hess:	Hess Investments North Dakota LLC c/o Hess Corporation 1185 Avenue of the Americas, 40th Floor New York, New York 10036 Attention: General Counsel Telephone: 212-536-8004 Facsimile: 212-536-8241 Email: TGoodell@hess.com

With a copy (which shall not constitute notice) to:	Hess Investments North Dakota LLC c/o Hess Corporation 1501 McKinney Street Houston, Texas 77010 Attention: Chief Financial Officer Telephone: 713-496-8252 Facsimile: 713-496-8028 Email: JStein@hess.com
If to any other Person who is then the registered Holder:	To the address of such Holder as it appears in the applicable register for the Registrable Securities

or such other address as may be designated in writing hereafter, in the same manner, by such Person.

(e) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their heirs, executors, administrators, successors, legal representatives and permitted assigns. Except as provided in this Section 7(e), this Agreement, and any rights or obligations hereunder, may not be assigned without the prior written consent of the Partnership and each of the Sponsors. Notwithstanding anything in the foregoing to the contrary, the registration rights of a Holder pursuant to this Agreement with respect to all or any portion of its Registrable Securities may be assigned without such consent (but only with all related obligations) with respect to such Registrable Securities (and any Registrable Securities issued as a dividend or other distribution with respect to, in exchange for or in replacement of such Registrable Securities) by such Holder to (i) any of its Affiliates or (ii) a transferee of Registrable Securities or Subordinated Units in which the amount of securities transferred represents 7.5% or more of the total number of Registrable Securities and Subordinated Units on the Closing Date; *provided* (x) the Partnership is, within a reasonable time after such assignment, furnished with written notice of the name and address of such assignee and the Registrable Securities and/or Subordinated Units with respect to which such registration rights are being assigned and (y) such assignee agrees in writing to be bound by and subject to the terms set forth in this Agreement. The Partnership may not assign its respective rights or obligations hereunder without the prior written consent of each of the Sponsors.

(f) "Market Stand-Off" Agreement. In connection with any underwritten offering of Partnership Securities, each Holder that, together with its Affiliates, holds five percent (5%) or more of the Partnership's voting securities (each, a "***5% Holder***") hereby agrees that such Holder shall not sell, transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale of, any Partnership Securities held by such Holder (other than those included in such offering) for a period specified by the representative of the underwriters of Partnership Securities not to exceed ninety (90) days following the closing date of the offering of Partnership Securities (the "***Stand-Off Period***"); *provided* that all officers and directors of the General Partner and each Holder that, together with its Affiliates, holds at least five percent (5%) of the Partnership's voting securities enter into similar agreements and only if such Persons remain subject thereto (and are not released from such agreement) for such Stand-Off Period. Each 5% Holder agrees to execute and deliver such other agreements as may be reasonably requested by the Partnership or the

underwriter which are consistent with the foregoing or which are necessary to give further effect thereto. In addition, if requested by the Partnership or the representative of the underwriters of Partnership Securities, each Holder shall provide, within three (3) days of such request, such information as may be required by the Partnership or such representative in connection with the completion of any public offering of the Partnership Securities pursuant to a Registration Statement. The obligations described in this Section 7(f) shall not apply to a registration relating solely to employee benefit plans on Form S-1 or Form S-8 or similar forms that may be promulgated in the future, or a registration relating solely to a transaction on Form S-4 or similar forms that may be promulgated in the future. The Partnership may impose stop-transfer instructions with respect to Common Units (or other securities) subject to the foregoing restriction until the end of the Stand-Off Period.

(g) Specific Performance. Damages in the event of breach of Section 5 by a party hereto may be difficult, if not impossible, to ascertain, and it is therefore agreed that each party, in addition to and without limiting any other remedy or right it may have, will have the right to seek an injunction or other equitable relief in any court of competent jurisdiction, enjoining any such breach, and enforcing specifically the terms and provisions hereof, and each of the parties hereto hereby waives, to the fullest extent permitted by law, any and all defenses it may have on the ground of lack of jurisdiction or competence of the court to grant such an injunction or other equitable relief. The existence of this right will not preclude any such party from pursuing any other rights and remedies at law or in equity that such party may have.

(h) Execution and Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement. In the event that any signature is delivered by facsimile or electronic mail transmission, such signature shall create a valid binding obligation of the Party executing (or on whose behalf such signature is executed) the same with the same force and effect as if such signature delivered by facsimile or electronic mail transmission were the original thereof.

(i) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the principles of conflicts of law.

(j) Submission to Jurisdiction. Each of the Parties irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Court of Chancery of the State of Delaware and any appellate court from and thereof, in any action or proceeding arising out of or relating to this Agreement, or for the recognition or enforcement of any judgment, and each of the Parties irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such Delaware court or, to the fullest extent permitted by applicable law, in such federal court. The Parties agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(k) Waiver of Venue. The Parties irrevocably and unconditionally waive, to the fullest extent permitted by applicable law, (i) any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement in any court referred to in Section 7(i) and (ii) the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(l) Cumulative Remedies. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

(m) Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the Parties shall use their reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the Parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

(n) Entire Agreement. This Agreement, together with each of the other Transaction Documents, constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersede all prior contracts or agreements with respect to the subject matter hereof and supersede any and all prior or contemporaneous discussions, agreements and understandings, whether oral or written that may have been made or entered into by or among any of the Parties or any of their respective affiliates relating to the transactions contemplated hereby.

(o) Headings; Section References. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof. Unless otherwise stated, references to Sections, Schedules and Exhibits are to the Sections, Schedules and Exhibits of this Agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

HESS MIDSTREAM PARTNERS LP

By: Hess Midstream Partners GP LP, its general partner

By: Hess Midstream Partners GP LLC, its general partner

By: /s/ Timothy B. Goodell
Name: Timothy B. Goodell
Title: General Counsel and Secretary

HESS MIDSTREAM PARTNERS GP LP

By: Hess Midstream Partners GP, LLC, its general partner

By: /s/ Timothy B. Goodell
Name: Timothy B. Goodell
Title: General Counsel and Secretary

HESS MIDSTREAM PARTNERS GP LLC

By: /s/ Timothy B. Goodell
Name: Timothy B. Goodell
Title: General Counsel and Secretary

HESS INVESTMENTS NORTH DAKOTA LLC

By: /s/ Timothy B. Goodell
Name: Timothy B. Goodell
Title: President

GIP II BLUE HOLDING PARTNERSHIP, L.P.

By: GIP BLUE HOLDING GP, LLC, its general partner

By: /s/ Adebayo Ogunlesi
Name: Adebayo Ogunlesi
Title: Managing Partner

Exhibit 10.1

CONTRIBUTION, CONVEYANCE AND ASSUMPTION AGREEMENT

This **CONTRIBUTION, CONVEYANCE AND ASSUMPTION AGREEMENT**, dated as of April 4, 2017 (this "Agreement"), is by and among **HESS MIDSTREAM PARTNERS LP**, a Delaware limited partnership (the "Partnership"), **HESS MIDSTREAM PARTNERS GP LP**, a Delaware limited partnership ("MLP GP LP"), **HESS MIDSTREAM PARTNERS GP LLC**, a Delaware limited liability company and the general partner of MLP GP LP and the Partnership ("MLP GP LLC"), **HESS CORPORATION**, a Delaware corporation ("Hess"), **HESS INFRASTRUCTURE PARTNERS LP**, a Delaware limited partnership ("HIP LP"), **HESS INFRASTRUCTURE PARTNERS GP LLC**, a Delaware limited liability company and the general partner of HIP LP ("HIP LLC"), **HESS INVESTMENTS NORTH DAKOTA LLC**, a Delaware limited liability company ("HINDL"), **HESS MIDSTREAM HOLDINGS LLC,** a Delaware limited liability company ("Midstream Holdings"), **HESS NORTH DAKOTA EXPORT LOGISTICS OPERATIONS LP**, a Delaware limited partnership ("Logistics Opco"), **HESS NORTH DAKOTA EXPORT LOGISTICS LLC**, a Delaware limited liability company ("Logistics LLC"), **HESS NORTH DAKOTA EXPORT LOGISTICS GP LLC**, a Delaware limited liability company ("Logistics GP"), **HESS NORTH DAKOTA EXPORT LOGISTICS HOLDINGS LLC**, a Delaware limited liability company ("Logistics Holdings"), **HESS TGP OPERATIONS LP**, a Delaware limited partnership ("HTGP Opco"), **HESS TGP GP LLC**, a Delaware limited liability company ("HTGP GP"), **HESS TGP HOLDINGS LLC**, a Delaware limited liability company ("HTGP Holdings"), **HESS TIOGA GAS PLANT LLC**, a Delaware limited liability company ("HTGP LLC"), **HESS NORTH DAKOTA PIPELINES OPERATIONS LP**, a Delaware limited partnership ("Gathering Opco"), **HESS NORTH DAKOTA PIPELINES GP LLC**, a Delaware limited liability company ("Gathering GP"), **HESS NORTH DAKOTA PIPELINES HOLDINGS LLC**, a Delaware limited liability company ("Gathering Holdings"), **HESS NORTH DAKOTA PIPELINES LLC**, a Delaware limited liability company ("Gathering LLC"), **HESS MENTOR STORAGE HOLDINGS LLC**, a Delaware limited liability company ("Mentor Holdings"), and **HESS MENTOR STORAGE LLC**, a Delaware limited liability company ("Mentor LLC") (each, a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, MLP GP LLC and Hess caused the formation of the Partnership pursuant to the Delaware Revised Uniform Limited Partnership Act (as amended from time to time, the "Delaware Partnership Act") for the purpose of owning, operating, developing and acquiring midstream assets to provide services to Hess and third-party crude oil and natural gas producers, as well as engaging in any business activity that is approved by the Partnership's general partner and that lawfully may be conducted by a limited partnership organized under the Delaware Partnership Act;

WHEREAS, in order to accomplish the objectives and purposes in the preceding recital, each of the following actions has been taken prior to the date hereof:

1. On January 15, 2014, Midstream Holdings formed MLP GP LLC under the Delaware Limited Liability Company Act (as amended from time to time, the "Delaware LLC Act") and contributed $10,000 to MLP GP LLC in exchange for a 100% limited liability company interest in MLP GP LLC.

2. On January 17, 2014, Hess, as the initial limited partner, and MLP GP LLC, as the general partner, formed the Partnership under the Delaware Partnership Act and each contributed $10,000 to the Partnership in exchange for a 50% limited partner interest and a 50% general partner interest, respectively, in the Partnership.

3. On May 21, 2015, HIP LP (under the name "Hess USA Investment LP"), as the initial limited partner, and MLP GP LLC, as the general partner, formed MLP GP LP under the Delaware Partnership Act (under the name "Hess North America LP") and each contributed $10,000 to MLP GP LP in exchange for a 50% limited partner interest and a 50% general partner interest, respectively, in MLP GP LP.

4. As of June 22, 2015, following the consummation of the transactions set forth in the Pre-Closing Restructuring Agreement and the Pre-Closing Distribution Agreement:

    (a) HINDL owned (i) a 100% limited liability company interest in Hess TGP Finance Company LLC, a Delaware limited liability company ("HTGP Finco"), and (ii) (A) a 50% limited liability company interest in HIP LLC and (B) a 50% limited partner interest in HIP LP;

    (b) HTGP Finco owned the remaining (i) 50% limited liability company interest in HIP LLC and (ii) 50% limited partner interest in HIP LP;

    (c) HIP LLC owned a 0% non-economic general partner interest in HIP LP and was the sole general partner of HIP LP;

    (d) HIP LP owned (i) a 100% limited liability company interest in each of HTGP GP, Logistics GP, Mentor Holdings and Midstream Holdings; (ii) a 50% partnership interest (constituting 100% of the limited partner interests) in each of the Partnership and MLP GP LP; and (iii) a 99% partnership interest (constituting 100% of the limited partner interests) in each of HTGP Opco and Logistics Opco; and (iv) a 100% limited liability company interest in Gathering Holdings;

    (e) HTGP GP owned a 1% partnership interest (constituting 100% of the general partner interests) in HTGP Opco; HTGP Opco owned, directly or indirectly, a 100% limited liability company interest in each of HTGP Holdings and HTGP LLC;

    (f) Logistics GP owned a 1% partnership interest (constituting 100% of the general partner interests) in Logistics Opco; Logistics Opco owned, directly or indirectly, a 100% limited liability company interest in each of Logistics Holdings, Logistics LLC, Hess Tank Cars Holdings LLC, a Delaware limited liability company ("Tank Cars Holdings"), Hess Tank Cars LLC, a Delaware limited liability company ("Tank Cars LLC"), Hess Tank Cars II Holdings LLC, a Delaware limited liability company ("Tank Cars II Holdings"), and Hess Tank Cars II LLC, a Delaware limited liability company ("Tank Cars II LLC");

(g) Gathering Holdings owned a 100% limited liability company interest in Gathering LLC;

(h) Mentor Holdings owned a 100% limited liability company interest in Mentor LLC; and

(i) Midstream Holdings owned a 100% limited liability company interest in MLP GP LLC; MLP GP LLC owned a 50% partnership interest (constituting 100% of the general partner interests) in each of the Partnership and MLP GP LP.

5. On July 1, 2015, GIP II Blue Holding Partnership, L.P., a Delaware limited partnership ("GIP"), purchased from HTGP Finco (i) a 50% limited liability company interest in HIP LLC and (ii) a 50% limited partner interest in HIP LP.

6. On July 9, 2015, (a) HIP LP contributed an amount equal to $400,000 to Midstream Holdings and an amount equal to $300,000 to the Partnership; (b) Midstream Holdings contributed an amount equal to $400,000 to MLP GP LLC; and (c) MLP GP LLC contributed an amount equal to $400,000 to the Partnership.

7. On December 30, 2016, (i) Logistics LLC distributed a 100% limited liability company interest in Tank Cars Holdings to Logistics Holdings, Logistics Holdings was admitted as a substitute member of Tank Cars Holdings and immediately following such admission, Logistics LLC ceased to be a member of Tank Cars Holdings; (ii) Logistics Holdings distributed a 100% limited liability company interest in Tank Cars Holdings to Logistics Opco, Logistics Opco was admitted as a substitute member of Tank Cars Holdings and immediately following such admission, Logistics Holdings ceased to be a member of Tank Cars Holdings; (iii) Logistics Opco distributed (A) a 1% limited liability company interest in Tank Cars Holdings to Logistics GP and (B) a 99% limited liability company interest in Tank Cars Holdings to HIP LP, Logistics GP and HIP LP were admitted as substitute members of Tank Cars Holdings and immediately following such admissions, Logistics Opco ceased to be a member of Tank Cars Holdings; and (iv) Logistics GP distributed a 1% limited liability company interest in Tank Cars Holdings to HIP LP, HIP LP was admitted as a substitute member of Tank Cars Holdings and immediately following such admission, Logistics GP ceased to be a member of Tank Cars Holdings.

8. On February 17, 2017, each of the following occurred:

(a) The Partnership formed Gathering GP under the Delaware LLC Act and contributed $100 to Gathering GP in exchange for a 100% limited liability company interest in Gathering GP.

(b) The Partnership, as the initial limited partner, and Gathering GP, as the general partner, formed Gathering Opco under the Delaware Partnership Act; the

Partnership contributed $9,900 to Gathering Opco in exchange for a 99% limited partner interest and Gathering GP contributed $100 to Gathering Opco in exchange for a 1% general partner interest, respectively, in Gathering Opco.

9. On March 15, 2017, the Partnership entered into a $300.0 million unsecured revolving credit facility with JPMorgan Chase Bank, N.A., as the administrative agent, and several other commercial lending institutions in certain other roles and as lenders and letter of credit issuing banks.

10. On the day prior to the Closing Date, each of the following will occur:

    (a) HIP LP will transfer its 43.0556% limited partner interest in the Partnership (the "Initial LP Interest") to MLP GP LP, MLP GP LP will be admitted as a limited partner of the Partnership and HIP LP will cease to be a limited partner of the Partnership;

    (b) (i) MLP GP LP will exchange the Initial LP Interest for a 43.0556% general partner interest in the Partnership and will be admitted as a general partner of the Partnership and will cease to be a limited partner of the Partnership and (ii) simultaneously with the foregoing clause (i), MLP GP LLC will exchange its 56.9444% general partner interest in the Partnership for a 56.9444% limited partner interest in the Partnership (the "New LP Interest"), will be admitted as a limited partner of the Partnership and will cease to be a general partner of the Partnership;

    (c) MLP GP LLC will distribute the New LP Interest to Midstream Holdings, Midstream Holdings will be admitted to the Partnership as a limited partner and MLP GP LLC will cease to be a limited partner of the Partnership, and, effective as of the day prior to the Closing Date, MLP GP LLC, Midstream Holdings and MLP GP LP will enter into the Current Partnership Agreement;

    (d) Midstream Holdings will distribute 100% of the limited liability company interests in MLP GP LLC to HIP LP; and

    (e) MLP GP LLC (i) will exchange 100% of its existing general partner interest in MLP GP LP into a 50% limited partner interest and a 0% non-economic general partner interest in MLP GP LP and (ii) will distribute its 50% limited partner interest in MLP GP LP to HIP LP.

WHEREAS, at the times specified in Article II, each of the matters provided for in Article II will occur in accordance with its respective terms;

WHEREAS, if the Over-Allotment Option (as defined herein) is exercised, each of the matters provided for in Article III will occur in accordance with its respective terms; and

WHEREAS, the stockholders, boards of directors, members or partners of the Parties have taken or caused to be taken all corporate, limited liability company and partnership action, as the case may be, required to approve the transactions contemplated by this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements herein contained, the Parties agree as follows:

ARTICLE I
DEFINITIONS

Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms below:

"Additional Rolling Stock" means, to the extent owned, and capable of being transferred, by HIP LP or its subsidiaries at the time of any request by Logistics GP pursuant to Section 5.3, (i) the 956 crude oil rail cars constructed to American Association of Railroads Petition 1577 (CPC-1232) standards owned by Hess Tank Cars LLC as of the Closing Date, (ii) any rail cars exchanged for the rail cars described in the foregoing clause (i) or (iii) any other consideration received for the rail cars described in the foregoing clauses (i) or (ii).

"Affiliate" has the meaning set forth in the Partnership Agreement.

"Closing Date" means the date on which the closing of the Initial Public Offering occurs.

"Closing Time" means the time of closing on the Closing Date pursuant to the Underwriting Agreement.

"Common Unit" has the meaning set forth in the Partnership Agreement.

"Current Partnership Agreement" means that certain First Amended and Restated Agreement of Limited Partnership of the Partnership, dated effective as of the day prior to the Closing Date.

"Deferred Issuance" has the meaning set forth in the Partnership Agreement.

"Effective Time" means 12:01 a.m. Eastern Time on the Closing Date.

"Expansion Capital Expenditures" has the meaning set forth in the Partnership Agreement.

"Gathering Holdings LLC Agreement" means the limited liability company agreement of Gathering Holdings, as amended.

"Gathering Opco Partnership Agreement" means the Amended and Restated Agreement of Limited Partnership of Gathering Opco, dated as of the Closing Date.

"Gathering Percentage Equity Interest" has the meaning set forth for "Percentage Equity Interest" in the Gathering Opco Partnership Agreement.

"General Partner Interest" has the meaning set forth in the Partnership Agreement.

"HTGP GP LLC Agreement" means the limited liability company agreement of HTGP GP, as amended.

"HTGP Opco Partnership Agreement" means the Amended and Restated Agreement of Limited Partnership of HTGP Opco, dated as of the Closing Date.

"HTGP Percentage Equity Interest" has the meaning set forth for "Percentage Equity Interest" in the HTGP Opco Partnership Agreement.

"Incentive Distribution Right" has the meaning set forth in the Partnership Agreement.

"Initial Public Offering" means the purchase and sale of Common Units to the Underwriters pursuant to the Underwriting Agreement.

"Logistics GP LLC Agreement" means the limited liability company agreement of Logistics GP, as amended.

"Logistics Opco Partnership Agreement" means the Amended and Restated Agreement of Limited Partnership of Logistics Opco, dated as of the Closing Date.

"Logistics Percentage Equity Interest" has the meaning set forth for "Percentage Equity Interest" in the Logistics Opco Partnership Agreement.

"Maintenance Capital Expenditure" has the meaning set forth in the Partnership Agreement.

"Mentor Holdings LLC Agreement" means the limited liability company agreement of Mentor Holdings, as amended.

"Offering" means the initial public offering of the Partnership's Common Units pursuant to the Registration Statement.

"Option Period" means the period from the Closing Date to the date that is thirty days after the Closing Date.

"Other Projects" means the projects set forth on Exhibit A under the heading "Other Projects."

"Over-Allotment Option" has the meaning set forth in the Partnership Agreement.

"Partnership Agreement" means the Second Amended and Restated Agreement of Limited Partnership of the Partnership, dated as of the Closing Date.

"Partnership Group" has the meaning set forth in the Partnership Agreement.

"Pre-Closing Restructuring Agreement" means that certain Takota Pre-Closing Restructuring Agreement, dated as of June 18, 2015, by and among Hess, HIP LP, HINDL, HTGP Finco and the other parties thereto.

"Pre-Closing Distribution Agreement" means that certain Distribution Agreement, dated as of June 19, 2015, by and between HINDL and HTGP Finco.

"Registration Statement" means the Registration Statement on Form S-1 filed with the United States Securities and Exchange Commission (Registration No. 333-198896), as amended.

"Sponsor Entities" means HIP LP and each of its Affiliates (other than the Partnership Group).

"Subordinated Unit" has the meaning set forth in the Partnership Agreement.

"Unanticipated Maintenance Capital Expenditure" means any Maintenance Capital Expenditure that is not set forth on Exhibit A and is related to the business and operations of HTGP Opco, Gathering Opco, Logistics Opco, Mentor Holdings or any of their respective subsidiaries.

"Uncompleted Projects" means the projects set forth on Exhibit A under the heading "Uncompleted Projects."

"Underwriters" means the members of the underwriting syndicate listed in the Underwriting Agreement.

"Underwriting Agreement" means the firm commitment underwriting agreement entered into by and among the Partnership, the underwriters named in the Registration Statement with respect to the Offering and the other parties thereto.

ARTICLE II
CONTRIBUTIONS, ACKNOWLEDGMENTS AND DISTRIBUTIONS

Each of the following transactions set forth in Sections 2.1 through 2.8 shall be completed as of the Effective Time in the order set forth herein:

2.1 Execution of the Partnership Agreement. Midstream Holdings and MLP GP LP shall amend and restate the Current Partnership Agreement by executing the Partnership Agreement in substantially the form included in Appendix A to the Registration Statement, with such changes as Midstream Holdings and MLP GP LP may agree.

2.2 Transfers of Interests in HTGP Opco and Logistics Opco. HIP LP hereby transfers a (a) 19% limited partner interest in HTGP Opco to HTGP GP, which limited partner interest is hereby re-designated as a general partner interest in HTGP Opco, and (b) 19% limited partner interest in Logistics Opco to Logistics GP, which limited partner interest is hereby re-designated as a general partner interest in Logistics Opco.

2.3 Contribution of Tioga Gas Plant Assets.

(a) Notwithstanding any provision of the HTGP GP LLC Agreement to the contrary, HIP LP hereby contributes to MLP GP LP, as a capital contribution, a portion of HIP LP's limited liability company interests in HTGP GP with a value equal to 2% of the equity value of HTGP GP (the "HTGP Interest"), and MLP GP LP hereby accepts the HTGP Interest as a capital contribution from HIP LP. Notwithstanding any provision of the HTGP GP LLC Agreement to the contrary, MLP GP LP is hereby admitted to HTGP GP as a member of HTGP GP and hereby agrees that it is bound by the HTGP GP LLC Agreement. HIP LP hereby continues as a member of HTGP GP with respect to the portion of its limited liability company interest in HTGP GP not transferred to MLP GP LP.

(b) Notwithstanding any provision of the HTGP GP LLC Agreement to the contrary, HIP LP hereby contributes to the Partnership, as a capital contribution, all right, title and interest in and to all of HIP LP's remaining limited liability company interest in HTGP GP, and the Partnership hereby accepts such capital contribution from HIP LP. Notwithstanding any provision of the HTGP GP LLC Agreement to the contrary, the Partnership is hereby admitted to HTGP GP as a member of HTGP GP and hereby agrees that it is bound by the HTGP GP LLC Agreement. Immediately following such admission, HIP LP shall and does hereby cease to be a member of HTGP GP and shall thereupon cease to have or exercise any right or power as a member of HTGP GP, and HTGP GP is hereby continued without dissolution.

2.4 Contribution of Gathering Assets.

(a) Notwithstanding any provision of the Gathering Holdings LLC Agreement to the contrary, HIP LP hereby contributes to MLP GP LP, as a capital contribution, all right, title and interest in and to a portion of HIP LP's limited liability company interests in Gathering Holdings with a value equal to 0.4% of the equity value of Gathering Holdings (the "GP Gathering Interest"), and MLP GP LP hereby accepts the GP Gathering Interest as a capital contribution from HIP LP. Notwithstanding any provision of the Gathering Holdings LLC Agreement to the contrary, MLP GP LP is hereby admitted to Gathering Holdings as a member of Gathering Holdings and hereby agrees that it is bound by the Gathering Holdings LLC Agreement. HIP LP hereby continues as a member of Gathering Holdings with respect to the portion of its limited liability company interest in Gathering Holdings not transferred to MLP GP LP.

(b) Notwithstanding any provision of the Gathering Holdings LLC Agreement to the contrary, HIP LP hereby contributes (i) to the Partnership, as a capital contribution, all right, title and interest in and to a portion of HIP LP's limited liability company interests in Gathering Holdings with a value equal to 19.6% of the equity value of Gathering Holdings (the "MLP Gathering Interest") and (ii) to Gathering Opco, as a capital contribution, all right, title and interest in and to the remainder of HIP LP's limited liability company interests in Gathering

Holdings (the "Opco Gathering Interest"), and the Partnership and Gathering Opco hereby accept the MLP Gathering Interest and the Opco Gathering Interest, respectively, as a capital contribution from HIP LP. Notwithstanding any provision of the Gathering Holdings LLC Agreement to the contrary, each of the Partnership and Gathering Opco is hereby admitted to Gathering Holdings as a member of Gathering Holdings and hereby agrees that it is bound by the Gathering Holdings LLC Agreement. Immediately following such admissions, HIP LP shall and does hereby cease to be a member of Gathering Holdings and shall thereupon cease to have or exercise any right or power as a member of Gathering Holdings, and Gathering Holdings is hereby continued without dissolution. Notwithstanding any provision of the Gathering Opco Partnership Agreement to the contrary, HIP LP is hereby admitted as a limited partner of Gathering Opco.

(c) Notwithstanding any provision of the Gathering Holdings LLC Agreement to the contrary, MLP GP LP hereby contributes to the Partnership, as a capital contribution, all right, title and interest in and to the GP Gathering Interest, and the Partnership hereby accepts the GP Gathering Interest as a capital contribution from MLP GP LP. Immediately following such contribution, MLP GP LP shall and does hereby cease to be a member of Gathering Holdings and shall thereupon cease to have or exercise any right or power as a member of Gathering Holdings, and Gathering Holdings is hereby continued without dissolution.

(d) Notwithstanding any provision of the Gathering Holdings LLC Agreement to the contrary, the Partnership hereby contributes to Gathering GP, as a capital contribution, all right, title and interest in and to the GP Gathering Interest and the MLP Gathering Interest (collectively, the "Gathering Interest"), and Gathering GP hereby accepts the Gathering Interest as a capital contribution from the Partnership. Notwithstanding any provision of the Gathering Holdings LLC Agreement to the contrary, Gathering GP is hereby admitted to Gathering Holdings as a member of Gathering Holdings and hereby agrees that it is bound by the Gathering Holdings LLC Agreement. Immediately following such contribution, the Partnership shall and does hereby cease to be a member of Gathering Holdings and shall thereupon cease to have or exercise any right or power as a member of Gathering Holdings, and Gathering Holdings is hereby continued without dissolution.

(e) Notwithstanding any provision of the Gathering Holdings LLC Agreement to the contrary, Gathering GP hereby contributes to Gathering Opco, as a capital contribution, all right, title and interest in and to the Gathering Interest, and Gathering Opco hereby accepts the Gathering Interest as a capital contribution from Gathering GP. Immediately following such contribution, Gathering GP shall and does hereby cease to be a member of Gathering Holdings and shall thereupon cease to have or exercise any right or power as a member of Gathering Holdings, Gathering Opco hereby continues as the sole member of Gathering Holdings, and Gathering Holdings is hereby continued without dissolution.

(f) Notwithstanding any provision of the Gathering Opco Partnership Agreement to the contrary, the Partnership hereby contributes to Gathering GP, as a capital contribution, all right, title and interest in and to its limited partner interest in Gathering Opco, and Gathering GP hereby accepts such limited partner interest as a capital contribution from the Partnership. Immediately following such contribution, the Partnership shall and does hereby cease to be a limited partner of Gathering Opco and shall thereupon cease to have or exercise any right or

power as a limited partner of Gathering Opco, Gathering GP's limited partner interest in Gathering Opco is re-designated as a general partner interest, and Gathering Opco is hereby continued without dissolution.

2.5 Contribution of Oil Export Logistics Assets.

(a) Notwithstanding any provision of the Logistics GP LLC Agreement to the contrary, HIP LP hereby contributes to MLP GP LP, as a capital contribution, a portion of HIP LP's limited liability company interests in Logistics GP with a value equal to 2% of the equity value of Logistics GP (the "Logistics Interest"), and MLP GP LP hereby accepts the Logistics Interest as a capital contribution from HIP LP. Notwithstanding any provision of the Logistics GP LLC Agreement to the contrary, MLP GP LP is hereby admitted to Logistics GP as a member of Logistics GP and hereby agrees that it is bound by the Logistics GP LLC Agreement. HIP LP hereby continues as a member of Logistics GP with respect to the portion of its limited liability company interest in Logistics GP not transferred to MLP GP LP.

(b) Notwithstanding any provision of the Logistics GP LLC Agreement to the contrary, HIP LP hereby contributes to the Partnership, as a capital contribution, all right, title and interest in and to all of HIP LP's remaining limited liability company interest in Logistics GP, and the Partnership hereby accepts such capital contribution from HIP LP. Notwithstanding any provision of the Logistics GP LLC Agreement to the contrary, the Partnership is hereby admitted to Logistics GP as a member of Logistics GP and hereby agrees that it is bound by the Logistics GP LLC Agreement. Immediately following such admission, HIP LP shall and does hereby cease to be a member of Logistics GP and shall thereupon cease to have or exercise any right or power as a member of Logistics GP, and Logistics GP is hereby continued without dissolution.

2.6 Contribution of Propane Storage Assets.

(a) Notwithstanding any provision of the Mentor Holdings LLC Agreement to the contrary, HIP LP hereby contributes to MLP GP LP, as a capital contribution, a portion of HIP LP's limited liability company interest in Mentor Holdings with a value equal to 2% of the equity value of Mentor Holdings (the "Mentor Interest" and, together with the HTGP Interest and the Logistics Interest, the "Contributed Interests"), and MLP GP LP hereby accepts the Mentor Interest as a capital contribution from HIP LP. Notwithstanding any provision of the Mentor Holdings LLC Agreement to the contrary, MLP GP LP is hereby admitted to Mentor Holdings as a member of Mentor Holdings and hereby agrees that it is bound by the Mentor Holdings LLC Agreement. HIP LP hereby continues as a member of Mentor Holdings with respect to the portion of its limited liability company interest in Mentor Holdings not transferred to MLP GP LP.

(b) Notwithstanding any provision of the Mentor Holdings LLC Agreement to the contrary, HIP LP hereby contributes to the Partnership, as a capital contribution, all right, title and interest in and to all of HIP LP's remaining limited liability company interests in Mentor Holdings, and the Partnership hereby accepts such capital contribution from HIP LP. Notwithstanding any provision of the Mentor Holdings LLC Agreement to the contrary, the Partnership is hereby admitted to Mentor Holdings as a member of Mentor Holdings and hereby

agrees that it is bound by the Mentor Holdings LLC Agreement. Immediately following such admission, HIP LP shall and does hereby cease to be a member of Mentor Holdings and shall thereupon cease to have or exercise any right or power as a member of Mentor Holdings, and Mentor Holdings is hereby continued without dissolution.

2.7 Consideration for HIP LP Contributions. In consideration for the contributions to the Partnership described in Sections 2.3(b), 2.4(b)(i), 2.5(b) and 2.6(b) above, the Parties acknowledge that HIP LP is entitled to receive (a) 10,282,654 Common Units and 27,279,654 Subordinated Units, representing an aggregate 67.47% limited partner interest in the Partnership (the "Closing Date Common Units" and the "Closing Date Subordinated Units," respectively), (b) the cash distribution described in Section 2.13, below, and (c) a number of additional Common Units or an additional cash distribution, or a combination of both, after giving effect to any exercise of the Over-Allotment Option and the Deferred Issuance (any such additional Common Units, the "Deferred Issuance Units"). HIP LP hereby instructs the Partnership to issue the Closing Date Common Units, the Closing Date Subordinated Units and the Deferred Issuance Units, if any, in each case 50% directly to HINDL and 50% directly to GIP.

2.8 MLP GP LP Contribution and Issuance of General Partner Interest. Notwithstanding any provision of the HTGP GP LLC Agreement, the Logistics GP LLC Agreement or the Mentor Holdings LLC Agreement to the contrary, MLP GP LP hereby contributes to the Partnership, as a capital contribution, the Contributed Interests (the "GP Contribution"). In exchange for MLP GP LP's contribution to the Partnership of the GP Contribution pursuant to this Section 2.8 and the GP Gathering Interest pursuant to Section 2.4(c), MLP GP LP is hereby issued (a) the General Partner Interest (which General Partner Interest, after giving effect to any exercise of the Over-Allotment Option and the Deferred Issuance, represents a 2% general partner interest in the Partnership) and (b) all of the limited partner interests in the Partnership classified as "Incentive Distribution Rights" under the Partnership Agreement, and the Partnership hereby accepts such GP Contribution. Immediately following such GP Contribution, MLP GP LP shall and does hereby cease to be a member of each of Logistics GP, HTGP GP and Mentor Holdings and shall thereupon cease to have or exercise any right or power as a member of Logistics GP, HTGP GP or Mentor Holdings. The Partnership hereby continues as the sole member of Logistics GP, HTGP GP and Mentor Holdings, each of which is hereby continued without dissolution.

Each of the following transactions set forth in Sections 2.9 through 2.16 shall be completed as of the Closing Time, and in any event only after completion of the transactions set forth in Sections 2.1 through 2.8, in the order set forth herein:

2.9 Issuances of Units to HINDL and GIP. The Parties acknowledge the issuance of 5,141,327 Common Units and 13,639,827 Subordinated Units to HINDL and 5,141,327 Common Units and 13,639,827 Subordinated Units to GIP, representing an aggregate 67.47% limited partner interest in the Partnership, in accordance with Section 2.7.

2.10 Public Cash Contribution. The Parties acknowledge that, in connection with the Offering, public investors, through the Underwriters, shall make a capital contribution to the Partnership of approximately $339.9 million in cash (the "IPO Proceeds") in exchange for 14,780,000 Common Units (the "Firm Units") representing an aggregate 26.55% limited partner interest in the Partnership, and new limited partners are being admitted to the Partnership in connection therewith.

2.11 Payment of Transaction Expenses by the Partnership and Retention of Proceeds by the Partnership. The Parties acknowledge (a) the payment by the Partnership, in connection with the closing of the Offering, of transaction expenses of approximately $7.3 million (the "Transaction Expenses"), excluding underwriting discounts of approximately $20.4 million in the aggregate but including a structuring fee of 0.50% of the gross proceeds of the Offering payable to certain of the Underwriters (the "Structuring Fee"), and (b) the retention by the Partnership of $10.0 million for general partnership purposes (the "Retained Proceeds").

2.12 Redemption of the New LP Interest. The Partnership hereby redeems the New LP Interest held by Midstream Holdings and shall distribute to Midstream Holdings the initial contribution, in the amount of $10,000, initially made in connection with the formation of the Partnership, along with any interest or other profit that resulted from the investment or other use of such initial contribution.

2.13 Distributions by the Partnership at the Closing. The Partnership shall distribute to HIP LP an amount in cash equal to (a) the IPO Proceeds less (a) the sum of the Transaction Expenses and the Retained Proceeds. Such distribution shall, in whole or in part, be treated by HIP LP as reimbursement of certain preformation capital expenditures, within the meaning of Treasury Regulations Section 1.707-4(d). HIP LP shall, in turn, distribute 50% of such amount to HINDL and 50% of such amount to GIP.

ARTICLE III
EXERCISE OF OVER-ALLOTMENT OPTION

If the Over-Allotment Option is exercised in whole or in part, the Underwriters will contribute additional cash to the Partnership in exchange for up to an additional 2,217,000 Common Units representing an aggregate 3.98% limited partner interest in the Partnership (the "Option Units") at the Offering price per Common Unit set forth in the Registration Statement, net of underwriting discounts and the Structuring Fee. Upon any exercise of the Over-Allotment Option, the Partnership will distribute to HIP LP an amount in cash equal to any net cash proceeds from the sale of such Option Units, and HIP LP will distribute to each of HINDL and GIP an amount equal to 50% of such net cash proceeds. Such distribution to HIP LP shall, in whole or in part, be treated by HIP LP as reimbursement of certain preformation capital expenditures, within the meaning of Treasury Regulations Section 1.707-4(d). Upon the expiration of the Option Period, pursuant to Section 2.7, the Partnership shall issue directly to each of HINDL and GIP 50% of any Option Units not sold to the Underwriters pursuant to the Over-Allotment Option.

ARTICLE IV
CONTRIBUTING PARTNERS' WARRANTY

HIP LP warrants that the consideration to be received by it hereunder for the assets that are contributed by it to the Partnership Group pursuant to this Agreement has been determined assuming that the Partnership Group will not incur any costs attributable to Unanticipated

Maintenance Capital Expenditures during the twelve months ending March 31, 2018 (the "Warranty Period"). HIP LP agrees to pay, or reimburse the Partnership Group for, any costs and expenses that are attributable to Unanticipated Maintenance Capital Expenditures that are made by HTGP Opco, Gathering Opco, Logistics Opco, Mentor Holdings or any of their respective subsidiaries, respectively, during the Warranty Period; *provided, however,* that HIP LP shall not be obligated to pay or reimburse any amounts attributable to Unanticipated Maintenance Capital Expenditures: (a) to the extent the total amounts paid by HIP LP pursuant to this Article IV would equal or exceed $10.0 million; (b) that are not reasonably necessary to be made during the Warranty Period (i) in order to comply with applicable laws or regulations or (ii) for the operation of the assets of the Partnership Group as described in the Registration Statement; or (c) that have been funded with capital contributions made by HIP LP pursuant to the HTGP Opco Partnership Agreement, the Gathering Opco Partnership Agreement and the Logistics Opco Partnership Agreement, respectively.

ARTICLE V
ADDITIONAL COVENANTS

5.1 Uncompleted Projects. HIP LP hereby covenants that it shall pay all of the costs necessary to complete (a) each of the Uncompleted Projects of HTGP Opco, Gathering Opco and Logistics Opco set forth on Exhibit A in accordance with the applicable provisions of the HTGP Opco Partnership Agreement, Gathering Opco Partnership Agreement or Logistics Opco Partnership Agreement, as applicable, and (b) each of the Uncompleted Projects of Mentor LLC set forth on Exhibit A. HIP LP agrees that all such costs shall be its sole obligation and that it shall not, to the fullest extent permitted by law, be entitled to any recovery or reimbursement for such costs; *provided, however,* that HIP LP shall not be obligated to pay any amounts attributable to any Uncompleted Project on which HTGP Opco, Gathering Opco, Logistics Opco or Mentor LLC, as applicable, has not commenced work as of the second anniversary of the Closing Date.

5.2 Other Projects. HIP LP hereby covenants that it shall pay all of the costs (a) as and when directed by HTGP GP, attributable to any of the Other Projects of HTGP LLC set forth on Exhibit A; (b) as and when directed by Gathering GP, that are attributable to any of the Other Projects of Gathering LLC set forth on Exhibit A; and (c) as and when directed by Logistics GP, that are attributable to any of the Other Projects of Logistics LLC set forth on Exhibit A;. HIP LP agrees that all such costs shall be its sole obligation and that it shall not, to the fullest extent permitted by law, be entitled to any recovery or reimbursement for such costs; *provided, however,* that HIP LP shall not be obligated to pay any amounts attributable to any Other Projects: (x) to the extent the total amounts paid by HTGP LLC, Gathering LLC or Logistics LLC, collectively, pursuant to this Section 5.2 would equal or exceed $20.0 million or (y) that are incurred by HTGP LLC, Logistics LLC or Gathering LLC following the second anniversary of the Closing Date.

5.3 Contribution of Additional Rolling Stock. HIP LP hereby covenants that it shall contribute to Logistics Opco, as and when directed by Logistics GP, all or a portion of the Additional Rolling Stock to the extent that such contribution is reasonably necessary to the business of Logistics Opco or any of its subsidiaries, in accordance with the applicable

provisions of the Logistics Opco Partnership Agreement and agrees that any such contribution shall be its sole obligation and that it shall not, to the fullest extent permitted by law, be entitled to any recovery or reimbursement for the value of such Additional Rolling Stock; *provided, however,* that HIP LP shall not be obligated to contribute any portion of the Additional Rolling Stock that Logistics GP has not directed HIP LP to contribute to Logistics Opco by the second anniversary of the Closing Date.

ARTICLE VI
FURTHER ASSURANCES

From time to time after the date hereof, and without any further consideration, each of the Parties shall execute, acknowledge and deliver all such additional instruments, notices and other documents, and will do all such other acts and things, all in accordance with applicable law, as may be necessary or appropriate to more fully and effectively carry out the purposes and intent of this Agreement. Without limiting the generality of the foregoing, the Parties acknowledge that the Parties have used their good faith efforts to identify all of the assets being contributed to the Partnership Group as required in connection with this Agreement. However, due to the age of some of the assets and the difficulties in locating appropriate data with respect to some of the assets, it is possible that assets intended to be contributed ultimately to the Partnership Group were not identified and therefore are not included in the assets contributed to the Partnership Group as of the Effective Time. It is the express intent of the Parties that the Partnership Group own all assets necessary to operate the assets that are identified in this Agreement and in the Registration Statement. To the extent that any assets were not identified but are necessary to the operation of the assets that are so identified in this Agreement and in the Registration Statement, then the intent of the Parties is that all such unidentified assets are intended to be conveyed to the Partnership Group pursuant to this Agreement. If any such assets are identified at a later date, the Parties shall take all appropriate action required in order to convey such assets to the Partnership or any applicable member of the Partnership Group. Further, to the extent that any assets that are conveyed to the Partnership Group hereunder are later identified by the Parties as assets that the Parties did not intend to convey to the Partnership Group as reflected in the Registration Statement, the Parties shall take all appropriate action required to convey such assets to HIP LP or its designee.

Without limiting any liabilities of the Sponsor Entities or other remedies of the Partnership Group applicable under this Agreement or any other agreements, if and to the extent that the valid, complete and perfected transfer or assignment of any assets by any Sponsor Entity to any member of the Partnership Group or the acquisition of any assets from any Sponsor Entity by any member of the Partnership Group would be a violation of applicable law or require any additional consents, approvals or notifications in connection with the transfer of such assets by any Sponsor Entity to any member of the Partnership Group that have not been obtained or made by the Effective Time, then, unless the Parties shall otherwise mutually determine, the transfer or assignment of such assets to such member of the Partnership Group or the assumption of such assets by such member of the Partnership Group, as the case may be, shall be automatically deemed deferred and any such purported transfer, assignment or assumption shall be null and void until such time as all legal impediments are removed or such consents, approvals and notifications have been obtained or made. Notwithstanding the foregoing, in such event the

Sponsor Entities shall (a) hold such assets in trust for the benefit of the Partnership Group, (b) not transfer or assign such assets, in whole or in part, other than with the prior consent of the Partnership, and (c) use their respective reasonable best efforts to assure that each member of the Partnership Group receives all of the benefits of the assets attempted to have been transferred to such member until such time as the attempted transfer is complete, and each member of the Partnership Group shall bear all costs associated with such assets (except costs associated with the attempted transfer or perfecting such transfer, and subject to offset of any benefits of the assets not received by the Partnership Group against associated costs incurred by the Sponsor Entities) as if the transfer had been valid and complete.

ARTICLE VII
ORDER OF COMPLETION AND EFFECTIVENESS OF TRANSACTIONS; LIMITATIONS

7.1 **Order of Completion of Transactions**. The transactions provided for in Section 2.1 through Section 2.8 shall be completed as of the Effective Time in the order set forth in Article II. The transactions provided for in Section 2.9 through Section 2.13 shall be completed as of the Closing Time in the order set forth in Article II. Following the completion of the transactions set forth in Article II, the transactions provided for in Article III, if they occur, shall be completed.

7.2 **Effectiveness of Transactions**. Notwithstanding anything contained in this Agreement to the contrary, (a) none of the provisions of Section 2.1 through Section 2.8 shall be operative or have any effect until the Effective Time and (b) none of the provisions of Section 2.9 through Section 2.13 or Article III shall be operative or have any effect until the Closing Time, at which respective time all such applicable provisions shall be effective and operative in accordance with Section 7.1 without further action by any Party.

7.3 **Limitations**. Distributions and redemption payments made or to be made hereunder shall be subject to the Delaware Partnership Act and the Delaware LLC Act, as applicable, notwithstanding any other provision of this Agreement.

ARTICLE VIII
MISCELLANEOUS

8.1 **Costs**. Except for the transaction expenses set forth in Section 2.11, the Partnership shall pay all expenses, fees and costs, including, but not limited to, all sales, use and similar taxes arising out of the contributions, distributions, conveyances and deliveries to be made under Article II and shall pay all documentary, filing, recording, transfer, deed and conveyance taxes and fees required in connection therewith. In addition, the Partnership shall be responsible for all costs, liabilities and expenses (including court costs and reasonable attorneys' fees) incurred in connection with the implementation of any conveyance or delivery pursuant to Article VI (to the extent related to any of the contributions, distributions, conveyances and deliveries to be made under Article II).

8.2 **Headings; References; Interpretation**. All Article and Section headings in this Agreement are for convenience only and shall not be deemed to control or affect the meaning or

construction of any of the provisions hereof. The words “hereof,” “herein” and “hereunder” and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole, and not to any particular provision of this Agreement. All references herein to Articles and Sections shall, unless the context requires a different construction, be deemed to be references to the Articles and Sections of this Agreement. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders, and the singular shall include the plural and vice versa. The use herein of the word “including” following any general statement, term or matter shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as “without limitation,” “but not limited to” or other words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter.

8.3 **Successors and Assigns**. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

8.4 **No Third Party Rights**. The provisions of this Agreement are intended to bind the Parties as to each other and are not intended to and do not create rights in any other person or confer upon any other person any benefits, rights or remedies, and no person is or is intended to be a third party beneficiary of any of the provisions of this Agreement; *provided, however,* that GIP shall be considered a third party beneficiary hereunder.

8.5 **Counterparts**. This Agreement may be executed in any number of counterparts with the same effect as if all Parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.

8.6 **Applicable Law**. This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, without regard to the principles of conflicts of law. EACH OF THE PARTIES HERETO AGREES THAT THIS AGREEMENT INVOLVES AT LEAST U.S. $100,000.00 AND THAT THIS AGREEMENT HAS BEEN ENTERED INTO IN EXPRESS RELIANCE UPON 6 Del. C. § 2708. EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES (i) TO BE SUBJECT TO THE JURISDICTION OF THE COURTS OF THE STATE OF DELAWARE AND OF THE FEDERAL COURTS SITTING IN THE STATE OF DELAWARE, AND (ii) TO THE EXTENT SUCH PARTY IS NOT OTHERWISE SUBJECT TO SERVICE OF PROCESS IN THE STATE OF DELAWARE, TO APPOINT AND MAINTAIN AN AGENT IN THE STATE OF DELAWARE AS SUCH PARTY’S AGENT FOR ACCEPTANCE OF LEGAL PROCESS AND TO NOTIFY THE OTHER PARTIES OF THE NAME AND ADDRESS OF SUCH AGENT.

8.7 **Severability**. If any of the provisions of this Agreement are held by any court of competent jurisdiction to contravene, or to be invalid under, the laws of any political body having jurisdiction over the subject matter hereof, such contravention or invalidity shall not invalidate the entire Agreement. Instead, this Agreement shall be construed as if it did not contain the particular provision or provisions held to be invalid and an equitable adjustment shall be made and necessary provision added so as to give effect to the intention of the Parties as expressed in this Agreement at the time of execution of this Agreement.

8.8 Amendment or Modification. This Agreement may be amended or modified from time to time only by the written agreement of all the Parties. Each such instrument shall be reduced to writing and shall be designated on its face as an amendment to this Agreement. Notwithstanding anything in the foregoing to the contrary, any amendment executed by the Partnership or any of its subsidiaries shall not be effective unless and until the execution of such amendment has been approved by the conflicts committee of the General Partner's board of directors.

8.9 Termination. This Agreement may be terminated at any time prior to the Closing Time by the written agreement of all the Parties. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement will have any effect until the Effective Time.

8.10 Integration. This Agreement and the instruments referenced herein and in the exhibits attached hereto supersede all previous understandings or agreements among the parties, whether oral or written, with respect to the subject matter of this Agreement and such instruments. This Agreement and such instruments contain the entire understanding of the Parties with respect to the subject matter hereof and thereof. There are no unwritten oral agreements between the parties. No understanding, representation, promise or agreement, whether oral or written, is intended to be or shall be included in or from part of this Agreement unless it is contained in a written amendment hereto executed by the parties hereto after the date of this Agreement.

8.11 Deed; Bill of Sale; Assignment. To the extent required and permitted by applicable law, this Agreement shall also constitute a "deed," "bill of sale" or "assignment" of the assets and interests referenced herein.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties to this Agreement have caused it to be duly executed as of the date first above written.

HESS MIDSTREAM PARTNERS LP

By: Hess Midstream Partners GP LLC, its general partner

By: /s/ Jonathan C. Stein
Name: Jonathan C. Stein
Title: Chief Financial Officer

HESS MIDSTREAM PARTNERS GP LP

By: Hess Midstream Partners GP LLC, its general partner

By: /s/ Jonathan C. Stein
Name: Jonathan C. Stein
Title: Chief Financial Officer

HESS MIDSTREAM PARTNERS GP LLC

By: /s/ Jonathan C. Stein
Name: Jonathan C. Stein
Title: Chief Financial Officer

HESS INFRASTRUCTURE PARTNERS LP

By: Hess Infrastructure Partners GP LLC, its general partner

By: /s/ Jonathan C. Stein
Name: Jonathan C. Stein
Title: Chief Financial Officer

HESS INFRASTRUCTURE PARTNERS GP LLC

By: /s/ Jonathan C. Stein
Name: Jonathan C. Stein
Title: Chief Financial Officer

HESS CORPORATION

By: /s/ John P. Rielly
Name: John P. Rielly
Title: SVP and Chief Financial Officer

HESS INVESTMENTS NORTH DAKOTA LLC

By: /s/ Jonathan C. Stein
Name: Jonathan C. Stein
Title: Chief Financial Officer

HESS MIDSTREAM HOLDINGS LLC

By: /s/ Jonathan C. Stein
Name: Jonathan C. Stein
Title: Chief Financial Officer

HESS NORTH DAKOTA EXPORT LOGISTICS OPERATIONS LP

By: Hess North Dakota Export Logistics GP LLC, its general partner

By: /s/ Jonathan C. Stein
Name: Jonathan C. Stein
Title: Chief Financial Officer

HESS NORTH DAKOTA EXPORT LOGISTICS GP LLC

By: /s/ Jonathan C. Stein
Name: Jonathan C. Stein
Title: Chief Financial Officer

HESS NORTH DAKOTA EXPORT LOGISTICS LLC

By: /s/ Jonathan C. Stein
Name: Jonathan C. Stein
Title: Chief Financial Officer

HESS NORTH DAKOTA EXPORT LOGISTICS HOLDINGS LLC

By: /s/ Jonathan C. Stein
Name: Jonathan C. Stein
Title: Chief Financial Officer

HESS NORTH DAKOTA PIPELINES OPERATIONS LP

By: Hess North Dakota Pipelines GP LLC, its general partner

By: /s/ Jonathan C. Stein
Name: Jonathan C. Stein
Title: Chief Financial Officer

HESS NORTH DAKOTA PIPELINES GP LLC

By: /s/ Jonathan C. Stein
Name: Jonathan C. Stein
Title: Chief Financial Officer

HESS NORTH DAKOTA PIPELINES LLC

By: /s/ Jonathan C. Stein
Name: Jonathan C. Stein
Title: Chief Financial Officer

HESS NORTH DAKOTA PIPELINES HOLDINGS LLC

By: /s/ Jonathan C. Stein
Name: Jonathan C. Stein
Title: Chief Financial Officer

HESS TGP OPERATIONS LP

By: Hess TGP GP LLC, its general partner

By: /s/ Jonathan C. Stein
Name: Jonathan C. Stein
Title: Chief Financial Officer

HESS TGP GP LLC

By: /s/ Jonathan C. Stein
Name: Jonathan C. Stein
Title: Chief Financial Officer

HESS TGP HOLDINGS LLC

By: /s/ Jonathan C. Stein
Name: Jonathan C. Stein
Title: Chief Financial Officer

HESS TIOGA GAS PLANT LLC

By: /s/ Jonathan C. Stein
Name: Jonathan C. Stein
Title: Chief Financial Officer

HESS MENTOR STORAGE HOLDINGS LLC

By: /s/ Jonathan C. Stein
Name: Jonathan C. Stein
Title: Chief Financial Officer

HESS MENTOR STORAGE LLC

By: /s/ Jonathan C. Stein
Name: Jonathan C. Stein
Title: Chief Financial Officer

EXHIBIT A

Uncompleted Projects

BUD2766	Pipeline Leak Detection - Red Sky	**Gathering LLC**
BUD0847	Fiber Optic Repairs from TRT to TGPE	**Export Logistics LLC**
BUD2477	Flare Install @ RTF	**Export Logistics LLC**
BUD2767	Pipeline Leak Detection - Goliath	**Gathering LLC**
BUD2654	Hunt ESD system	**Gathering LLC**
BUD2644	TGP Alarm Management software (Experion)	**TGP LLC**
BUD2650	Purchase back-up Lab GC	**TGP LLC**
BUD2651	Clark Turbocharger safety upgrades	**TGP LLC**
BUD2764	Silurian/TGP security fence	**Gathering LLC**
BUD2818	SOR Section 30 Integrity Repair Project	**Gathering LLC**
BUD0639	SoR COE Land pipeline replacements - Priority 3	**Gathering LLC**
BUD2656	Rail Switch Point protectors	**Export Logistics LLC**
BUD2662	TRT NGL Production Header Relief Valve Modifications	**Export Logistics LLC**
BUD2658	Launcher/Receiver Fencing (DOT) Keene Oil Gathering	**Gathering LLC**
BUD2653	Silurian/TGP security fence	**TGP LLC**
BUD0807	Midstream Metering Gap Closure	**TGP LLC**
BUD0924	Midstream Metering Gap Closure - TRT	**Export Logistics LLC**
BUD2686	ICONICS Gen 32 - 64 Upgrade for Midstream Gas Gathering	**Gathering LLC**
BUD2655	Access Platforms for accessing valves for operational tasks	**Export Logistics LLC**
BUD2657	Launcher/Receiver Fencing (DOT) Goliath Pipeline	**Gathering LLC**

Other Projects

BUD0884	Pipeline Replacement Project (NOR)	**Gathering LLC**
BUD2497	RTF Hard Surfacing and Fencing	**Export Logistics LLC**
BUD2146	Power Boiler at TGP	**TGP LLC**
BUD2141	Paving Repair at TGP	**TGP LLC**
BUD0920	Sustaining maintenance 2018+	**TGP LLC**
BUD2173M	Engineering Funds for unknown projects	**Gathering LLC**
BUD2174M	Engineering Funds for unknown projects	**TGP LLC**
BUD1352	Red Sky Gas Sustaining Maintenance 2018+	**Gathering LLC**
BUD2172M	Engineering Funds for unknown projects	**Export Logistics LLC**
BUD2142	Amine Bldg Structure Upgrade at TGP	**TGP LLC**
BUD1354	Hawkeye Gas Sustaining Maintenance 2018+	**Gathering LLC**
BUD1356	Goliath Gas Sustaining Maintenance 2018+	**Gathering LLC**
BUD1351	Red Sky Oil Sustaining Maintenance 2018+	**Gathering LLC**
BUD1353	Hawkeye Oil Sustaining Maintenance 2018+	**Gathering LLC**
BUD2468	Third Transfer Pump from RTF Tanks	**Export Logistics LLC**
BUD2770	Sustaining maintenance 2018+	**Export Logistics LLC**
BUD2771	Sustaining maintenance 2018+	**Export Logistics LLC**
BUD2646	CC Residue inlet manifold rebuild	**Gathering LLC**
BUD1355	Goliath Oil Sustaining Maintenance 2018+	**Gathering LLC**

Exhibit 10.2

Execution Version

OMNIBUS AGREEMENT

by and among

HESS CORPORATION,

HESS INFRASTRUCTURE PARTNERS LP,

HESS INFRASTRUCTURE PARTNERS GP LLC,

HESS MIDSTREAM PARTNERS LP,

HESS TGP GP LLC,

HESS TGP OPERATIONS LP,

HESS NORTH DAKOTA EXPORT LOGISTICS GP LLC,

HESS NORTH DAKOTA EXPORT LOGISTICS OPERATIONS LP,

HESS NORTH DAKOTA PIPELINES OPERATIONS LP,

HESS NORTH DAKOTA PIPELINES GP LLC,

HESS MIDSTREAM PARTNERS GP LP

and

HESS MIDSTREAM PARTNERS GP LLC

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OMNIBUS AGREEMENT

This **OMNIBUS AGREEMENT** is entered into as of the Effective Date by and among **HESS CORPORATION**, a Delaware corporation ("***Hess***"), on behalf of itself and the other Hess Entities (as defined herein), **HESS INFRASTRUCTURE PARTNERS LP**, a Delaware limited partnership ("***HIP LP***"), **HESS INFRASTRUCTURE PARTNERS GP LLC**, a Delaware limited liability company ("***HIP GP***"), **HESS MIDSTREAM PARTNERS LP**, a Delaware limited partnership (the "***Partnership***"), **HESS TGP GP LLC**, a Delaware limited liability company, **HESS TGP OPERATIONS LP**, a Delaware limited partnership ("***HTGP Opco***"), **HESS NORTH DAKOTA EXPORT LOGISTICS GP LLC**, a Delaware limited liability company, **HESS NORTH DAKOTA EXPORT LOGISTICS OPERATIONS LP**, a Delaware limited partnership ("***Logistics Opco***"), **HESS NORTH DAKOTA PIPELINES OPERATIONS LP**, a Delaware limited partnership ("***Gathering Opco***"), **HESS NORTH DAKOTA PIPELINES GP LLC**, a Delaware limited liability company ("***Gathering GP***"), **HESS MIDSTREAM PARTNERS GP LP**, a Delaware limited partnership and the general partner of the Partnership (the "***MLP GP LP***"), and **HESS MIDSTREAM PARTNERS GP LLC**, a Delaware limited liability company and the general partner of MLP GP LP ("***MLP GP LLC***" and, together with the MLP GP LP, the "***General Partner***").

Recitals

WHEREAS, the Parties (as defined herein) desire by their execution of this Agreement to evidence their understanding, as more fully set forth in Article III, with respect to certain indemnification obligations of the Parties to each other;

WHEREAS, the Parties desire by their execution of this Agreement to evidence their understanding, as more fully set forth in Article IV, with respect to the amount to be paid by the Partnership for the General and Administrative Services (as defined herein) to be performed by Hess for and on behalf of the Public Company Group (as defined herein);

WHEREAS, the Parties desire by their execution of this Agreement to evidence their understanding, as more fully set forth in Article V, with respect to the Public Company Group's right of first offer with respect to the ROFO Assets (as defined herein); and

WHEREAS, the Parties desire by their execution of this Agreement to evidence their understanding, as more fully set forth in Article VI, with respect to the granting of a license to the Public Company Group Members (as defined herein) to use the "Hess" name and any other trademarks owned by Hess that contain such name.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

ARTICLE I. DEFINED TERMS

Section 1.01 *Defined Terms.* The following definitions shall for all purposes apply to the capitalized terms used in this Agreement:

"***Affiliate***" has the meaning ascribed to that term in the Partnership Agreement.

"***Agreement***" means this Omnibus Agreement, together with all Schedules attached hereto, as the same may be amended, supplemented or restated from time to time in accordance with the provisions hereof.

"***Applicable Law***" means any applicable statute, law, regulation, ordinance, rule, determination, judgment, rule of law, order, decree, permit, approval, concession, grant, franchise, license, requirement, or any similar form of decision of, or any provision or condition of any permit, license or other operating authorization issued by any Governmental Authority having or asserting jurisdiction over the matter or matters in question, whether now or hereafter in effect.

"***Assets***" means the Facilities, including all pipelines, compression equipment, storage tanks, terminal facilities, truck facilities, truck racks, rail facilities, rail racks, rail cars, offices and related equipment, real estate and other assets, or portions thereof, in each case, indirectly conveyed, contributed or otherwise transferred, or intended to be indirectly conveyed, contributed or otherwise transferred, to the Partnership or any other Public Company Group Member from HIP LP or any other Non-Public Company Group Member pursuant to the Contribution Agreement, together with the additional conveyance documents and instruments contemplated or referenced thereunder, or owned by, leased by or necessary for the operation of the business, properties or assets of any member of the Public Company Group prior to or as of the Effective Date.

"***Business Day***" means any Day except for Saturday, Sunday or a legal holiday in Texas.

"***Contribution Agreement***" means that certain Contribution, Conveyance and Assumption Agreement, dated as of the Effective Date, by and among HIP LP, HIP GP, the General Partner, the Partnership, HTGP Opco, Gathering Opco, Logistics Opco and the other parties thereto, together with the additional conveyance documents and instruments contemplated or referenced thereunder, as such may be amended, supplemented or restated from time to time.

"***Control***" and its derivatives mean, with respect to any Person, the possession, directly or indirectly, of (a) the power to direct or cause the direction of the management and policies of a Person, whether by contract or otherwise, (b) without limiting any other subsection of this definition, if applicable to such Person (even if such Person is a corporation), where such Person is a corporation, the power to exercise or determine the voting of more than 50% of the voting rights in such corporation, (c) without limiting any other subsection of this definition, if applicable to such Person (even if such Person is a

limited partnership), where such Person is a limited partnership, ownership of all of the equity of the sole general partner of such limited partnership, or (d) without limiting any other subsection of this definition, if applicable to such Person, in the case of a Person that is any other type of entity, the right to exercise or determine the voting of more than 50% of the Equity Interests in such Person having voting rights, whether by contract or otherwise.

"***Covered Environmental Losses***" has the meaning ascribed to that term in Section 3.01(a).

"***Covered Property Losses***" has the meaning ascribed to that term in Section 3.02.

"***Day***" means the period of time commencing at 0000 hours on one calendar day and running until, but not including, 0000 hours on the next calendar day, according to local time in Houston, Texas.

"***Effective Date***" means the date of the closing of the initial public offering of common units representing limited partner interests in the Partnership.

"***Environmental Cap***" has the meaning ascribed to that term in Section 3.09(a).

"***Environmental Deductible***" has the meaning ascribed to that term in Section 3.09(a).

"***Environmental Laws***" means all federal, state, and local laws, statutes, rules, regulations, orders, judgments, ordinances, codes, injunctions, decrees, Environmental Permits and other legally enforceable requirements and rules of common law now or hereafter in effect, relating to (a) pollution or protection of human health, natural resources, wildlife and the environment including, without limitation, the federal Comprehensive Environmental Response, Compensation, and Liability Act, the Superfund Amendments Reauthorization Act, the Resource Conservation and Recovery Act, the Clean Air Act, the Federal Water Pollution Control Act, the Toxic Substances Control Act, the Oil Pollution Act, the Safe Drinking Water Act, the Hazardous Materials Transportation Act, and other environmental conservation and protection laws and the regulations promulgated pursuant thereto, and any state or local counterparts, each as amended from time to time, and (b) the generation, manufacture, processing, distribution, use, treatment, storage, transport, or handling of any Hazardous Substance.

"***Environmental Permit***" means any permit, approval, identification number, license, registration, certification, consent, exemption, variance or other authorization required under or issued pursuant to any applicable Environmental Law, including applications for renewal of such permits in which the application allows for continued operation under the terms of an expired permit.

"***Equity Interests***" means, with respect to any Person, (a) capital stock, membership interests, partnership interests, other equity interests, rights to profits or

revenue and any other similar interest in such Person, (b) any security or other interest convertible into or exchangeable or exercisable for any of the foregoing, whether at the time of issuance or upon the passage of time or the occurrence of some future event, and (c) any warrant, option or other right (contingent or otherwise) to acquire any of the foregoing.

"***Facilities***" means the Tioga Gas Plant, the Tioga Rail Terminal, the Ramberg Terminal Facility, the Gathering Assets and the Mentor Storage Terminal.

"***Gathering Assets***" means all Assets owned by Gathering Opco and its Subsidiaries.

"***Gathering Opco***" has the meaning ascribed to that term in the introductory paragraph.

"***General Partner***" has the meaning ascribed to that term in the introductory paragraph.

"***Governmental Authority***" means any federal, state, local or foreign government or any provincial, departmental or other political subdivision thereof, or any entity, body or authority exercising executive, legislative, judicial, regulatory, administrative or other governmental functions or any court, department, commission, board, bureau, agency, instrumentality or administrative body of any of the foregoing.

"***Hazardous Substance***" means (a) any substance, whether solid, liquid, gaseous, semi-solid or any combination thereof, that is designated, defined or classified as a hazardous waste, solid waste, hazardous material, pollutant, contaminant or toxic or hazardous substance, or terms of similar meaning, or that is otherwise regulated under any Environmental Law, including, without limitation, any hazardous substance as defined under the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, and including friable asbestos and lead containing paints or coatings, radioactive materials, and polychlorinated biphenyls, and (b) petroleum, oil, gasoline, natural gas, fuel oil, motor oil, waste oil, diesel fuel, jet fuel, and other refined petroleum hydrocarbons.

"***Hess***" has the meaning ascribed to that term in the introductory paragraph.

"***Hess Entities***" means Hess and any Person Controlled, directly or indirectly, by Hess, in each case, other than a Public Company Group Member or a Non-Public Company Group Member, collectively; and "***Hess Entity***" means any of the Hess Entities, individually.

"***HIP Change of Control***" means that the Hess Entities, collectively, cease to own at least 15% of the issued and outstanding Equity Interests in HIP GP.

"***HIP GP***" has the meaning ascribed to that term in the introductory paragraph.

"***HIP LP***" has the meaning ascribed to that term in the introductory paragraph.

"***HTGP Assets***" means all Assets owned by HTGP Opco and its Subsidiaries.

"***HTGP Opco***" has the meaning ascribed to that term in the introductory paragraph.

"***Indemnified Party***" means any applicable Public Company Group Member, any applicable Hess Entity or any applicable Non-Public Company Group Member, as the case may be, in such Person's capacity as the Person entitled to indemnification in accordance with Article III.

"***Indemnifying Party***" means any applicable Public Company Group Member, any applicable Hess Entity or any applicable Non-Public Company Group Member, as the case may be, in such Person's capacity as the Person from whom indemnification may be sought in accordance with Article III.

"***Interest Rate***" means the percentage rate per annum which shall be equal to the Prime rate as quoted by Bloomberg which appears on the screen display designated as "PRIME Index" (or such other screen display that may replace it in the future) at or after 5:00pm EST time on the relevant Business Day or, if such day is not a Business Day, on the previous Business Day, plus an additional two percentage points (or if such rate is contrary to any Applicable Law, the maximum rate permitted by such Applicable Law).

"***Joint Interest Assets***" means the HTGP Assets, the Gathering Assets and the Logistics Assets, collectively.

"***License***" has the meaning ascribed to that term in Section 6.01.

"***Limited Partner***" has the meaning ascribed to that term in the Partnership Agreement.

"***Logistics Assets***" means all Assets owned by Logistics Opco and its Subsidiaries.

"***Logistics Opco***" has the meaning ascribed to that term in the introductory paragraph.

"***Losses***" means any losses, damages, liabilities, claims, demands, causes of action, judgments, settlements, fines, penalties, costs and expenses (including, without limitation, court costs and reasonable attorney's and expert's fees) of any and every kind or character, known or unknown, fixed or contingent.

"***Marks***" has the meaning ascribed to that term in Section 6.01.

"***MLP GP LLC***" has the meaning ascribed to that term in the introductory paragraph.

"***Month***" or "***Monthly***" means a calendar month commencing at 0000 hours on the first Day thereof and running until, but not including, 0000 hours on the first Day of the following calendar month, according to local time in Houston, Texas.

"***Name***" has the meaning ascribed to that term in Section 6.01.

"***Non-Public Company Group***" means, at any date of determination, HIP LP, HIP GP and each of their respective Subsidiaries, collectively, but specifically excluding any Public Company Group Member.

"***Non-Public Company Group Member***" means any member of the Non-Public Company Group.

"***Notice***" has the meaning ascribed to that term in Section 7.01.

"***Partnership***" has the meaning ascribed to that term in the introductory paragraph.

"***Partnership Agreement***" means the Second Amended and Restated Agreement of Limited Partnership of the Partnership, dated as of the Effective Date, as such agreement is in effect on the Effective Date, to which reference is hereby made for all purposes of this Agreement.

"***Partnership Interest***" has the meaning ascribed to that term in the Partnership Agreement.

"***Party***" means Hess, the Partnership, HIP LP, HIP GP, Hess TGP GP LLC, HTGP Opco, Hess North Dakota Export Logistics GP LLC, Logistics Opco, Hess North Dakota Pipelines GP LLC, Gathering Opco, the MLP GP LP or MLP GP LLC, individually; and "***Parties***" means Hess, the Partnership, HIP LP, HIP GP, Hess TGP GP LLC, HTGP Opco, Hess North Dakota Export Logistics GP LLC, Logistics Opco, Hess North Dakota Pipelines GP LLC, Gathering Opco, the MLP GP LP and MLP GP LLC, collectively.

"***Permit***" means any permits, licenses, certificates of authority, authorizations, registrations, identification numbers, certifications, franchises, consents or approvals granted or issued by any Governmental Authority.

"***Person***" means, without limitation, an individual, corporation (including a non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, or other entity or Governmental Authority, and shall include any successor (by merger or otherwise) of such entity.

"***Property Deductible***" has the meaning ascribed to that term in Section 3.09(b).

"***Proposed Transaction***" has the meaning ascribed to that term in Section 5.02(a).

"***Prudent Industry Practice***" means such practices, methods, acts, techniques, and standards as are in effect at the time in question that are required by and in accordance with Applicable Law and are consistent with the higher of (a) the standards generally followed by reputable owners and operators of crude oil, natural gas and NGL gathering systems and compression equipment, natural gas processing and fractionation facilities, natural gas storage and transloading facilities, crude oil and NGL terminals or crude oil rail cars, as applicable, in the United States, and (b) the standards applied or followed by Hess or its Affiliates as owners or operators of such assets, or by the Public Company Group or its Affiliates as owners or operators of such assets.

"***Public Company Group***" means, at any date of determination, (a) the Partnership, (b) the MLP GP LP, (c) MLP GP LLC, and (d) the respective Subsidiaries of the Partnership, the MLP GP LP and/or MLP GP LLC, all of the foregoing being treated as a single consolidated entity.

"***Public Company Group Member***" means any member of the Public Company Group.

"***Registration Statement***" means the Registration Statement on Form S-1 filed by the Partnership with the United States Securities and Exchange Commission (Registration No. 333-198896), as amended.

"***Retained Assets***" means all midstream assets, including pipelines, storage tanks, terminal facilities, truck facilities, truck racks, rail facilities, rail racks, rail cars, offices and related equipment, real estate and other related assets, or portions thereof or interests therein, owned by any Non-Public Company Group Member that were not directly or indirectly conveyed, contributed or otherwise transferred to the Public Company Group pursuant to the Contribution Agreement or the other documents referred to in the Contribution Agreement.

"***Rights of Way***" means all permits, licenses, servitudes, easements, fee surface, surface leases and rights-of-way primarily used or held for use in connection with the ownership or operation of the Assets, other than Permits.

"***ROFO Assets***" means the assets listed on Schedule III to this Agreement.

"***ROFO Notice***" has the meaning ascribed to that term in Section 5.02(a).

"***ROFO Period***" has the meaning ascribed to that term in Section 5.01(a).

"***ROFO Response***" has the meaning ascribed to that term in Section 5.02(a).

"***Secondment Agreement***" means that certain Employee Secondment Agreement, dated as of the Effective Date, by and among Hess, Hess Trading Corporation, the MLP GP LP and MLP GP LLC, as the same may be amended, supplemented or restated from time to time.

"***Services***" has the meaning ascribed to that term in Section 4.01.

"***Subsidiary***" means, with respect to any Person, any other Person in which such first Person, directly or indirectly, owns an Equity Interest.

"***Tariff Agreements***" means, as the context requires, any of the following (in each case, as the same may be amended, modified or supplemented from time to time): (a) that certain Amended and Restated Gas Gathering Agreement, effective as of January 1, 2014, by and between Hess North Dakota Pipelines LLC and Hess Trading Corporation; (b) that certain Amended and Restated Gas Processing and Fractionation Agreement, effective as of January 1, 2014, by and between Hess Tioga Gas Plant LLC and Hess Trading Corporation; (c) that certain Amended and Restated Crude Oil Gathering Agreement, effective as of January 1, 2014, by and between Hess North Dakota Pipelines LLC and Hess Trading Corporation; (d) that certain Second Amended and Restated Terminal and Export Services Agreement, effective as of January 1, 2014, by and between Hess North Dakota Export Logistics LLC and Hess Trading Corporation; and (e) that certain Storage Services Agreement, effective as of January 1, 2014, by and between Solar Gas Inc. and Hess Mentor Storage LLC.

"***Taxes***" means any income, sales, use, excise, transfer, and similar taxes, fees and charges (including ad valorem taxes), including any interest or penalties attributable thereto, imposed by any Governmental Authority.

"***Transfer***" means to, directly or indirectly, sell, assign, lease, convey, contribute, transfer or otherwise dispose of, whether in one or a series of transactions.

Section 1.02 *Other Defined Terms.* Other terms may be defined elsewhere in this Agreement, and, unless otherwise indicated, shall have such meanings ascribed to such terms elsewhere in this Agreement.

Section 1.03 *Terms Generally.* The definitions in this Agreement shall apply equally to both singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The word "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "hereunder," "hereof," "hereto" and words of similar import will be deemed references to this Agreement as a whole and not to any particular Section or other provision hereof or thereof. All references to Articles, Sections, subsections and other divisions and Schedules shall be deemed to be references to Articles, Sections, subsections and other divisions of, and Schedules to, this Agreement unless the context requires otherwise.

ARTICLE II. TERM

Section 2.01 *Term and Termination.* This Agreement shall commence on the Effective Date and shall continue in effect until the earlier of (a) the date this Agreement is terminated by a written agreement executed by each of the Parties, and (b) upon the delivery of written notice from either Hess, HIP LP or the Partnership at any time following the occurrence of a HIP Change of Control. Any termination pursuant to this Section 2.01 shall be effective on the earlier of (i) 90 days following the applicable (A) agreement of the Parties pursuant to Section 2.01(a), or (B) Party's receipt of such written Notice pursuant to Section 2.01(b), as applicable, and (ii) the Parties entering into a transition services agreement pursuant to Section 2.02. Notwithstanding the foregoing, the Parties' indemnification obligations under Article III shall, to the fullest extent permitted by Applicable Law, survive the termination of this Agreement in accordance with their respective terms.

Section 2.02 *Transition Services Upon Termination*. Should a notice of termination of this Agreement be delivered pursuant to Section 2.01, then the Parties shall, during the pendency of such termination, use their commercially reasonable efforts to agree upon a transition services agreement.

ARTICLE III. INDEMNITY

Section 3.01 *Environmental Indemnification.*

(a) Subject to Section 3.01(b) and Section 3.09(a), HIP LP shall indemnify, defend and hold harmless the Public Company Group from and against any Losses suffered or incurred by the Public Company Group, directly or indirectly, or as a result of any claim by a third party, by reason of or arising out of the following (collectively, "***Covered Environmental Losses***"):

(i) any violation or correction of a violation of Environmental Laws associated with or arising from the ownership or operation of the Assets;

(ii) any event, condition or matter associated with or arising from the ownership or operation of the Assets (including the presence of Hazardous Substances on, under, about or migrating to or from the Assets or the disposal or release of Hazardous Substances generated by operation of the Assets at non-Asset locations) that requires investigation, assessment, evaluation, monitoring, containment, cleanup, repair, restoration, remediation, or other corrective action under Environmental Laws, including (A) the cost and expense of any such activity, (B) the cost or expense of the preparation and implementation of any closure, remedial, corrective action, or other plans required or necessary under Environmental Laws, and (C) the cost and expense of any environmental or toxic tort pre-trial, trial or appellate legal or litigation support work;

(iii) any environmental event, condition or matter associated with or arising from the Retained Assets, whether occurring before, on or after the Effective Date.

(b) With respect to any discrete violation under Section 3.01(a)(i) or any discrete environmental event, condition or matter included under Section 3.01(a)(ii), HIP LP will be obligated to indemnify the Public Company Group only if and to the extent that:

(i) such violation, event, condition or environmental matter occurred before the Effective Date under then-applicable Environmental Laws; and

(ii) either (A) such violation, event, condition or environmental matter is set forth on Schedule I attached hereto or (B) HIP LP is notified in writing of such violation, event, condition or environmental matter prior to the fifth anniversary of the Effective Date.

For the avoidance of doubt, nothing in this Section 3.01(b) shall apply to HIP LP's indemnification obligations under Section 3.01(a)(iii).

(c) The Partnership shall indemnify, defend and hold harmless each of the Hess Entities and the Non-Public Company Group Members from and against any Losses suffered or incurred by the Hess Entities or the Non-Public Company Group Members, directly or indirectly, or as a result of any claim by a third party, by reason of or arising out of:

(i) any violation or correction of a violation of Environmental Laws associated with or arising from the ownership or operation of the Assets (other than the Joint Interest Assets); and

(ii) any event, condition or matter associated with or arising from the ownership or operation of the Assets (other than the Joint Interest Assets) (including the presence of Hazardous Substances on, under, about or migrating to or from the Assets or the disposal or release of Hazardous Substances generated by operation of the Assets at non-Asset locations) that requires investigation, assessment, evaluation, monitoring, containment, cleanup, repair, restoration, remediation, or other corrective action under Environmental Laws, including (A) the cost and expense of any such activity, (B) the cost and expense of the preparation and implementation of any closure, remedial, corrective action, or other plans required or necessary under Environmental Laws, and (C) the cost and expense of any environmental or toxic tort pre-trial, trial or appellate legal or litigation support work;

and regardless of whether such violation under Section 3.01(c)(i) or such event, condition or environmental matter included under Section 3.01(c)(ii) occurred

before or after the Effective Date, in each case, to the extent that any of the foregoing do not constitute Covered Environmental Losses for which the Public Company Group is entitled to indemnification from HIP LP under this Article III.

(d) HTGP Opco shall indemnify, defend and hold harmless each of the Hess Entities and the Non-Public Company Group Members from and against any Losses suffered or incurred by the Hess Entities or the Non-Public Company Group Members, directly or indirectly, or as a result of any claim by a third party, by reason of or arising out of:

(i) any violation or correction of a violation of Environmental Laws associated with or arising from the ownership or operation of the HTGP Assets; and

(ii) any event, condition or matter associated with or arising from the ownership or operation of the HTGP Assets (including the presence of Hazardous Substances on, under, about or migrating to or from the HTGP Assets or the disposal or release of Hazardous Substances generated by operation of the HTGP Assets at non-HTGP Asset locations) that requires investigation, assessment, evaluation, monitoring, containment, cleanup, repair, restoration, remediation, or other corrective action under Environmental Laws, including (A) the cost and expense of any such activity, (B) the cost and expense of the preparation and implementation of any closure, remedial, corrective action, or other plans required or necessary under Environmental Laws, and (C) the cost and expense of any environmental or toxic tort pre-trial, trial or appellate legal or litigation support work;

and regardless of whether such violation under Section 3.01(d)(i) or such event, condition or environmental matter included under Section 3.01(d)(ii) occurred before or after the Effective Date, in each case, to the extent that any of the foregoing do not constitute Covered Environmental Losses for which the Public Company Group is entitled to indemnification from HIP LP under this Article III.

(e) Logistics Opco shall indemnify, defend and hold harmless each of the Hess Entities and the Non-Public Company Group Members from and against any Losses suffered or incurred by the Hess Entities or the Non-Public Company Group Members, directly or indirectly, or as a result of any claim by a third party, by reason of or arising out of:

(i) any violation or correction of a violation of Environmental Laws associated with or arising from the ownership or operation of the Logistics Assets; and

(ii) any event, condition or matter associated with or arising from the ownership or operation of the Logistics Assets (including the presence of Hazardous Substances on, under, about or migrating to or from the Logistics Assets or the disposal or release of Hazardous Substances generated by operation of the Logistics Assets at non-Logistics Assets locations) that requires investigation, assessment, evaluation, monitoring, containment, cleanup, repair, restoration, remediation, or other corrective action under Environmental Laws, including (A) the cost and expense of any such activity, (B) the cost and expense of the preparation and implementation of any closure, remedial, corrective action, or other plans required or necessary under Environmental Laws, and (C) the cost and expense of any environmental or toxic tort pre-trial, trial or appellate legal or litigation support work;

and regardless of whether such violation under Section 3.01(e)(i) or such event, condition or environmental matter included under Section 3.01(e)(ii) occurred before or after the Effective Date, in each case, to the extent that any of the foregoing do not constitute Covered Environmental Losses for which the Public Company Group is entitled to indemnification from HIP LP under this Article III.

(f) Gathering Opco shall indemnify, defend and hold harmless each of the Hess Entities and the Non-Public Company Group Members from and against any Losses suffered or incurred by the Hess Entities or the Non-Public Company Group Members, directly or indirectly, or as a result of any claim by a third party, by reason of or arising out of:

(i) any violation or correction of a violation of Environmental Laws associated with or arising from the ownership or operation of the Gathering Assets; and

(ii) any event, condition or matter associated with or arising from the ownership or operation of the Gathering Assets (including the presence of Hazardous Substances on, under, about or migrating to or from the Gathering Assets or the disposal or release of Hazardous Substances generated by operation of the Gathering Assets at non-Gathering Assets locations) that requires investigation, assessment, evaluation, monitoring, containment, cleanup, repair, restoration, remediation, or other corrective action under Environmental Laws, including (A) the cost and expense of any such activity, (B) the cost and expense of the preparation and implementation of any closure, remedial, corrective action, or other plans required or necessary under Environmental Laws, and (C) the cost and expense of any environmental or toxic tort pre-trial, trial or appellate legal or litigation support work;

and regardless of whether such violation under Section 3.01(f)(i) or such event, condition or environmental matter included under Section 3.01(f)(ii) occurred before or after the Effective Date, in each case, to the extent that any of the foregoing do not constitute Covered Environmental Losses for which the Public Company Group is entitled to indemnification from HIP LP under this Article III.

Section 3.02 *Right of Way and Real Property Indemnification.* HIP LP shall indemnify, defend and hold harmless the Public Company Group from and against any Losses suffered or incurred by the Public Company Group by reason of or arising out of the following (collectively, "***Covered Property Losses***"):

(a) the failure of the applicable Non-Public Company Group Member to be the owner of valid and indefeasible Rights-of-Way, fee ownership or leasehold interests in and to the lands, in each case, on which any of the Assets conveyed or contributed to the applicable Public Company Group Member on the Effective Date are located as of the Effective Date, in each case, to the extent and only to the extent that such failure renders the Public Company Group liable to a third party or unable to use or operate the Assets in substantially the same manner that the Assets were used and operated by the applicable Non-Public Company Group Member immediately prior to the Effective Date as described in the Registration Statement;

(b) the failure of the applicable Non-Public Company Group Member to have all consents, licenses and permits necessary to allow any such pipeline referred to in clause (a) of this Section 3.02 to cross the roads, waterways, railroads and other areas upon which any such pipeline is located as of the Effective Date, in each case, to the extent and only to the extent that such failure renders the Public Company Group liable to a third party or unable to use or operate the Assets in substantially the same manner that the Assets were used and operated by the applicable Non-Public Company Group Member immediately prior to the Effective Date as described in the Registration Statement; and

(c) the cost of curing any condition set forth in clause (a) or (b) of this Section 3.02 that does not allow any Asset to be operated in accordance with Prudent Industry Practice;

in each case, to the extent that Hess is notified in writing of any of the foregoing prior to the fifth anniversary of the Effective Date. Notwithstanding anything in this Section 3.02 to the contrary, to the extent that such Right of Way, fee ownership or leasehold interest can be acquired and the cost and expense of such acquisition is recovered by an increase to the fees payable to the Public Company Group under the Tariff Agreements, no indemnity shall be owed under this Section 3.02.

Section 3.03 *Additional Indemnification by HIP LP.* In addition to and not in limitation of the indemnification provided under Section 3.01(a) and Section 3.02, HIP LP shall

indemnify, defend, and hold harmless the Public Company Group from and against any Losses suffered or incurred by the Public Company Group by reason of or arising out of any of the following:

(a) (i) the consummation of the transactions contemplated by the Contribution Agreement or (ii) events and conditions associated with the ownership or operation of the Assets and occurring before the Effective Date (other than Covered Environmental Losses, which are provided for under Section 3.01, Covered Property Losses, which are provided for under Section 3.02, and current liabilities incurred in the ordinary course of business that have been accrued but not paid prior to the Effective Date), to the extent that HIP LP is notified in writing of any such Loss prior to the fifth anniversary of the Effective Date;

(b) any litigation matters attributable to the ownership or operation of the Assets prior to the Effective Date, including any currently pending legal actions against any of the Hess Entities or any Non-Public Company Group Member;

(c) events and conditions associated with the Retained Assets and whether occurring before, on or after the Effective Date;

(d) events and conditions associated with any rail cars included in the definition of Additional Rolling Stock in the Contribution Agreement, whether occurring before, on or after the Effective Date, unless such rail cars are contributed to Logistics Opco in accordance with Section 5.3 of the Contribution Agreement;

(e) all federal, state and local Tax liabilities attributable to the ownership or operation of the Assets prior to the Effective Date, including under Treasury Regulation Section 1.1502-6 (or any similar provision of state or local law), and any such Tax liabilities of any of the Hess Entities or Non-Public Company Group Members that may result from the consummation of the formation transactions for the Public Company Group occurring on or prior to the Effective Date or from the consummation of the transactions contemplated by the Contribution Agreement; and

(f) the failure of any Public Company Group Member to have on the Effective Date any consent, license, permit or approval necessary to allow such Public Company Group Member to own or operate the Assets in substantially the same manner described in the Registration Statement.

Section 3.04 *Additional Indemnification by the Public Company Group.* In addition to and not in limitation of the indemnification provided under Section 3.01(c) or in the Partnership Agreement, the Public Company Group shall indemnify, defend, and hold harmless the Hess Entities and the Non-Public Company Group Members from and against any Losses suffered or incurred by the Hess Entities, the Non-Public Company Group Members or any of them, by reason of or arising out of events and conditions associated with the ownership or operation of the Assets (other than the Joint Interest

Assets) and occurring after the Effective Date (other than Covered Environmental Losses which are provided for under Section 3.01), unless such indemnification would not be permitted under the Partnership Agreement by reason of one of the provisos contained in Section 7.7(a) of the Partnership Agreement.

Section 3.05 *Additional Indemnification by HTGP Opco.* In addition to and not in limitation of the indemnification provided under Section 3.01(d) or in the Partnership Agreement, HTGP Opco shall indemnify, defend, and hold harmless the Hess Entities and the Non-Public Company Group Members from and against any Losses suffered or incurred by the Hess Entities, the Non-Public Company Group Members or any of them, by reason of or arising out of events and conditions associated with the ownership or operation of the HTGP Assets and occurring after the Effective Date (other than Covered Environmental Losses which are provided for under Section 3.01), unless such indemnification would not be permitted under the Partnership Agreement by reason of one of the provisos contained in Section 7.7(a) of the Partnership Agreement.

Section 3.06 *Additional Indemnification by Logistics Opco.* In addition to and not in limitation of the indemnification provided under Section 3.01(e) or in the Partnership Agreement, Logistics Opco shall indemnify, defend, and hold harmless the Hess Entities and the Non-Public Company Group Members from and against any Losses suffered or incurred by the Hess Entities, the Non-Public Company Group Members or any of them, by reason of or arising out of events and conditions associated with the ownership or operation of the Logistics Assets and occurring after the Effective Date (other than Covered Environmental Losses which are provided for under Section 3.01), unless such indemnification would not be permitted under the Partnership Agreement by reason of one of the provisos contained in Section 7.7(a) of the Partnership Agreement.

Section 3.07 *Additional Indemnification by Gathering Opco.* In addition to and not in limitation of the indemnification provided under Section 3.01(f) or in the Partnership Agreement, Gathering Opco shall indemnify, defend, and hold harmless the Hess Entities and the Non-Public Company Group Members from and against any Losses suffered or incurred by the Hess Entities, the Non-Public Company Group Members or any of them, by reason of or arising out of events and conditions associated with the ownership or operation of the Gathering Assets and occurring after the Effective Date (other than Covered Environmental Losses which are provided for under Section 3.01), unless such indemnification would not be permitted under the Partnership Agreement by reason of one of the provisos contained in Section 7.7(a) of the Partnership Agreement.

Section 3.08 *Indemnification Procedures.*

(a) The Indemnified Party agrees that within a reasonable period of time after it becomes aware of facts giving rise to a claim for indemnification under this Article III, it will provide notice thereof in writing to the Indemnifying Party, specifying the nature of and specific basis for such claim.

(b) The Indemnifying Party shall have the right to control all aspects of the defense of (and any counterclaims with respect to) any claims brought against the Indemnified Party that are covered by the indemnification under this Article III, including the selection of counsel, determination of whether to appeal any decision of any court and the settling of any such claim or any matter or any issues relating thereto; *provided* that no such settlement shall be entered into without the consent of the Indemnified Party unless it includes a full and unconditional release of the Indemnified Party from such claim; *provided, however,* that no such settlement containing any form of injunctive or similar relief shall be entered into without the prior written consent of the Indemnified Party, which consent shall not be unreasonably delayed or withheld.

(c) The Indemnified Party agrees to cooperate in good faith and in a commercially reasonable manner with the Indemnifying Party with respect to all aspects of the defense of, and the pursuit of any counterclaims with respect to, any claims covered by the indemnification under this Article III for which a request for indemnification is made, including the prompt furnishing to the Indemnifying Party of any correspondence or other notice relating thereto that the Indemnified Party may receive, permitting the name of the Indemnified Party to be utilized in connection with such defense or counterclaims, the making available to the Indemnifying Party of any files, records or other information of the Indemnified Party that the Indemnifying Party considers relevant to such defense or counterclaims, the making available to the Indemnifying Party of any employees of the Indemnified Party and the granting to the Indemnifying Party of reasonable access rights to the properties and facilities of the Indemnified Party; *provided* that in connection therewith the Indemnifying Party agrees to use reasonable efforts to minimize the impact thereof on the operations of the Indemnified Party and further agrees to maintain the confidentiality of all files, records, and other information furnished by the Indemnified Party pursuant to this Section 3.08(c). In no event shall the obligation of the Indemnified Party to cooperate with the Indemnifying Party as set forth in the immediately preceding sentence be construed as imposing upon the Indemnified Party an obligation to hire and pay for counsel in connection with the defense of, or the pursuit of any counterclaims with respect to, any claims covered by the indemnification set forth in this Article III; *provided, however,* that the Indemnified Party may, at its own option, cost and expense, engage and pay for counsel in connection with any such defense and counterclaims. The Indemnifying Party agrees to keep any such counsel engaged by the Indemnified Party informed as to the status of any such defense, but the Indemnifying Party shall have the right to retain sole control over such defense and counterclaims.

(d) In determining the amount of any loss, cost, damage or expense for which the Indemnified Party is entitled to indemnification under this Agreement, the gross amount of the indemnification will be reduced by (i) any insurance proceeds realized by the Indemnified Party, and such correlative insurance benefit shall be

net of any incremental insurance premium that becomes due and payable by the Indemnified Party as a result of such claim and (ii) all amounts recovered by the Indemnified Party under contractual indemnities from third Persons.

(e) With respect to Covered Environmental Losses, HIP LP shall have the sole right and authority to manage any remediation required by Applicable Law, and, upon reasonable request from HIP LP, the Partnership will, and will cause each other Public Company Group Member to, cooperate with HIP LP and its contractors or subcontractors to facilitate such remediation.

Section 3.09 *Limitations on Indemnity Coverage.*

(a) With respect to Covered Environmental Losses under Section 3.01(a)(i) or Section 3.01(a)(ii), HIP LP shall not be obligated to indemnify, defend and hold harmless any Public Company Group Member unless the applicable Covered Environmental Loss exceeds $100,000 (the "***Environmental Deductible***"), at which time HIP LP shall be obligated to indemnify such Public Company Group Member for the amount of all Environmental Losses incurred by such Public Company Group Member; *provided*, *however*, that to the extent any cure or remediation of any environmental matter is required under Section 3.01(a)(i) or Section 3.01(a)(ii), HIP LP will be obligated to indemnify the Public Company Group only to the extent of any cure or remediation that is required by Applicable Law (after giving effect to the Environmental Deductible); *provided further*, that in no event shall HIP LP be obligated to indemnify the Public Company Group for any Covered Environmental Losses under Section 3.01(a)(i) or Section 3.01(a)(ii) in excess of $15,000,000 in the aggregate (the "***Environmental Cap***"). For the avoidance of doubt, it is agreed that the Environmental Deductible shall not apply to any Covered Environmental Losses incurred by any Public Company Group Member related to the matters set forth on Schedule I attached hereto.

(b) With respect to Covered Property Losses under Section 3.02, HIP LP shall not be obligated to indemnify, defend and hold harmless any Public Company Group Member unless the applicable Covered Property Loss exceeds $50,000 (the "***Property Deductible***"), at which time HIP LP shall be obligated to indemnify such Public Company Group Member for the amount of all Covered Property Losses incurred by such Public Company Group Member; *provided*, *however*, that to the extent the Public Company Group attempts to cure any matter for which it is entitled to indemnification under Section 3.02, HIP LP will be obligated to indemnify the Public Company Group only to the extent of any reasonably required cure (after giving effect to the Property Deductible).

(c) For the avoidance of doubt, there is no deductible with respect to the indemnification owed by any Indemnifying Party under any portion of this Article III other than as described in this Section 3.09, and there is no monetary cap on the amount of indemnity coverage provided by any Indemnifying Party under this Article III other than as described in this Section 3.09.

ARTICLE IV. SERVICES

Section 4.01 *General*. Hess agrees to provide to MLP GP LLC, for the Public Company Group's benefit, the general and administrative services that Hess and its Affiliates have traditionally provided in connection with the ownership and operation of the Assets and any other assets held from and after the Effective Date by any Public Company Group Member, which include the services set forth on Schedule II (the "***Services***"). Hess may subcontract with Affiliates or third parties for the provision of such Services to MLP GP LLC (for and on behalf of the Public Company Group). MLP GP LLC may terminate any specific General and Administrative Service upon 30 days' prior written Notice to Hess.

Section 4.02 *Reimbursement and Allocation.*

(a) As consideration for Hess's provision of the Services, MLP GP LLC will, or will cause another Public Company Group Member to, reimburse Hess for all reasonable direct and indirect costs and expenses incurred by Hess in connection with the provision of the Services, including the following:

(i) total costs, plus the relevant percentage mark-up set forth in Schedule IV, of each employee of, and each contractor, subcontractor, or other outside personnel engaged by, Hess to the extent, but only to the extent, such employees and outside personnel perform Services for the Public Company Group's benefit;

(ii) any expenses incurred or payments made by Hess on behalf of the Public Company Group for insurance coverage with respect to the Assets or the business of the Public Company Group;

(iii) all expenses and expenditures incurred by Hess on behalf of the Public Company Group as a result of the Partnership becoming and continuing as a publicly traded entity, including costs associated with annual, quarterly or current reports, independent auditor fees, partnership governance and compliance, registrar and transfer agent fees, exchange listing fees, tax return and Schedule K-1 preparation and distribution, legal fees, independent director compensation and director and officer liability insurance premiums; and

(iv) any other out-of-pocket costs and expenses incurred by Hess in providing the Services, as well as any other out-of-pocket costs and expenses incurred on behalf of the Public Company Group. For the avoidance of doubt, MLP GP LLC shall, or shall cause another Public Company Group Member to, reimburse Hess for all tax costs and expenses incurred or payments made by Hess on behalf of the Public Company Group, including all sales, use, excise, value added, margin, franchise or similar taxes, if any, that may be applicable from time to time with respect to the ownership and operation of the Assets or with respect to the Services provided by Hess to the Public Company Group pursuant to Section 4.01.

To the extent any of the costs and expenses identified in this Section 4.02 are reimbursed on an allocation basis, such allocation shall be determined by Hess's then-current corporate transfer pricing practices, as generally applied in a non-discriminatory manner.

(b) Within 20 days following the end of each month during the term of this Agreement, Hess shall send to MLP GP LLC an invoice (in a form mutually agreed by the Parties) of the amounts due and payable by MLP GP LLC (for and on behalf of the Public Company Group) for such month, including any adjustments due pursuant to the terms of this Section 4.02(b) by MLP GP LLC (for and on behalf of the Public Company Group). MLP GP LLC shall, or shall cause another Public Company Group Member to, pay such invoice by the later of (i) 30 days of receipt and (ii) the last Business Day of the month in which MLP GP LLC received such invoice, except for any amounts that are being disputed in good faith by MLP GP LLC. If Hess determines that the amount reflected on any invoice previously sent to, and paid by, MLP GP LLC (or another Public Company Group Member, as applicable) did not accurately state the amounts owed by MLP GP LLC (for and on behalf of the Public Company Group) under this Article IV, Hess shall include appropriate adjustments on the next invoice; *provided, however*, that such adjustments shall be included only to the extent they relate to a month in the same calendar quarter as such invoice relates; *provided further* that Hess and MLP GP LLC shall negotiate, in good faith, the timing of payment of any such adjustments. Any such adjustments shall be separately stated on each invoice and computed in such detail as is mutually agreed by Hess and MLP GP LLC. For the avoidance of doubt, any adjustments that do not relate to a month in the same calendar quarter as such invoice relates shall not be due and payable by MLP GP LLC or any other Public Company Group Member. Any amounts that MLP GP LLC has disputed in good faith and that are later determined by any court or other competent authority having jurisdiction, or by agreement of the Parties, to be owing from MLP GP LLC (for and on behalf of the Public Company Group) to Hess shall be paid in full within ten days of such determination, together with interest thereon at the Interest Rate from the date due under the original invoice until the date of payment. Until such time as a HIP Change of Control has occurred, MLP GP LLC and Hess may settle MLP GP LLC's financial obligations to Hess hereunder through Hess's normal interaffiliate settlement processes.

(c) For the avoidance of doubt, the Services provided by Hess pursuant to this Article IV will be in addition to, and not in duplication of, the functions performed by the employees seconded to the Public Company Group under the Secondment Agreement, and Hess shall not be entitled to reimbursement under this Agreement for any costs or expenses for which Hess is entitled to payment or reimbursements or which are intended to be covered by the Secondment Fee, under the Secondment Agreement.

Section 4.03 *Services Standard*. Hess shall perform the Services using at least the same level of care, quality, timeliness, skill and adherence to applicable industry standards as Hess does in providing similar services to its own Affiliates.

ARTICLE V. RIGHT OF FIRST OFFER

Section 5.01 *Right of First Offer to Purchase Certain Assets.*

(a) HIP LP, on behalf of itself and the other Non-Public Company Group Members, hereby grants to the Partnership a right of first offer, for a period (the "***ROFO Period***") beginning at the Effective Date and ending at the earlier of (i) ten years from the Effective Date, and (ii) the occurrence of a HIP Change of Control, on all or any part of the ROFO Assets to the extent that any Non-Public Company Group Member proposes to Transfer all or any part of any ROFO Asset; *provided, however,* that any Non-Public Company Group Member may Transfer all or any part of any ROFO Asset to another Non-Public Company Group Member that agrees in writing that such ROFO Asset remains subject to the provisions of this Article V and such Non-Public Company Group Member assumes the obligations of HIP LP under this Article V with respect to such ROFO Asset.

(b) The Parties acknowledge that any Transfer of all or any part of any ROFO Asset pursuant to the Partnership's right of first offer is subject to the terms of all existing agreements with respect to the ROFO Assets and shall be subject to and conditioned on the obtaining of any and all necessary consents of security holders, Governmental Authorities, lenders or other third parties; *provided, however,* that HIP LP hereby represents and warrants that, to its knowledge after reasonable investigation, there are no terms in such agreements that would materially impair the rights granted to the Public Company Group pursuant to this Article V with respect to any ROFO Asset.

Section 5.02 *Procedures.*

(a) If any Non-Public Company Group Member proposes to Transfer all or any part of any applicable ROFO Asset (other than to another Non-Public Company Group Member in accordance with Section 5.01(a)) during the ROFO Period (a "***Proposed Transaction***"), then HIP LP shall, prior to such Non-Public Company Group Member entering into any such Proposed Transaction, first give notice in writing to the Partnership (the "***ROFO Notice***") of the intention to enter into such Proposed Transaction. The ROFO Notice shall include any material terms, conditions and details as would be necessary for the Partnership to make a responsive offer to enter into the Proposed Transaction with the applicable Non-Public Company Group Member, which terms, conditions and details shall at a minimum include any terms, condition or details that such Non-Public Company

Group Member would propose to provide to Persons who are not Non-Public Company Group Members in connection with the Proposed Transaction. If the Partnership determines to purchase the ROFO Assets, the Partnership shall have 60 days following receipt of the ROFO Notice to submit a written offer to HIP LP to enter into the Proposed Transaction with such Non-Public Company Group Member (the "***ROFO Response***"). The ROFO Response shall set forth the terms and conditions (including the purchase price the Partnership proposes to pay for the ROFO Asset and the other terms of the purchase) pursuant to which the Partnership would be willing to enter into a binding agreement for the Proposed Transaction. If no ROFO Response is delivered by the Partnership within such 60-day period, then the Partnership shall be deemed to have waived its right of first offer with respect to such ROFO Asset, subject to Section 5.02(c).

(b) Unless the ROFO Response is rejected pursuant to written notice delivered by HIP LP to the Partnership within 60 days of the delivery to HIP LP of the ROFO Response, such ROFO Response shall be deemed to have been accepted by HIP LP, and such Non-Public Company Group Member shall enter into an agreement with the Partnership providing for the consummation of the Proposed Transaction upon the terms set forth in the ROFO Response. Unless otherwise agreed between HIP LP, the applicable Non-Public Company Group Member and the Partnership, the terms of the purchase and sale agreement shall include the following:

(i) the Partnership shall deliver the agreed purchase price (in cash, Partnership Securities, an interest-bearing promissory note, or any combination thereof);

(ii) such Non-Public Company Group Member shall represent that it has title to the applicable ROFO Asset that is sufficient to own and operate the applicable ROFO Asset in accordance with its intended and historical use, subject to all recorded matters and all physical conditions in existence on the closing date for the purchase of the applicable ROFO Asset, plus any other such matters as the Partnership may approve;

(iii) the closing date for the purchase of the ROFO Asset shall occur no later than 180 days following receipt by HIP LP, on behalf of the applicable Non-Public Company Group Member, as applicable, of the ROFO Response pursuant to Section 5.02(a);

(iv) each of HIP LP, such other Non-Public Company Group Member and the Partnership shall use commercially reasonable efforts to do or cause to be done all things that may be reasonably necessary or advisable to effectuate the consummation of any transactions contemplated by this Section 5.02(b), including causing its respective Affiliates to execute, deliver and perform all documents, notices, amendments, certificates, instruments and consents required in connection therewith; and

(v) neither HIP LP, such other Non-Public Company Group Member nor the Partnership shall have any obligation to sell or buy the applicable ROFO Asset if any consent referred to in Section 5.01(b) has not been obtained.

(c) If the Partnership does not timely deliver a ROFO Response as specified above with respect to a Proposed Transaction that is subject to a ROFO Notice, HIP LP or such other Non-Public Company Group Member, as applicable, shall be free to enter into a Proposed Transaction with any third party on terms and conditions no more favorable to such third party than those set forth in the ROFO Notice. If HIP LP rejects a ROFO Response with respect to any Proposed Transaction, HIP LP or such other Non-Public Company Group Member, as applicable, shall be free to enter into a Proposed Transaction with any third party (i) on terms and conditions (excluding those relating to price) that are not more favorable in the aggregate to such third party than those proposed in respect of the Public Company Group in the ROFO Response and (ii) at a price equal to no less than 100% of the price offered by the Partnership in the ROFO Response to HIP LP.

(d) HIP LP agrees that, if requested by the Partnership, HIP LP shall use its commercially reasonable efforts to provide information reasonably requested by the Partnership in order for the Partnership to prepare such financial statements with respect to any ROFO Assets transferred to the Partnership pursuant to this Article V that meet the requirements of Regulation S-X promulgated under the Securities Act of 1933, as amended, and the rules and regulations of the Securities and Exchange Commission promulgated thereunder.

(e) The Partnership can assign its rights and obligations under this Article V to any Public Company Group Member.

ARTICLE VI. LICENSE OF NAME AND MARK

Section 6.01 *Grant of License.* Upon the terms and conditions set forth in this Article VI, Hess hereby grants and conveys to each of the Persons currently or hereafter comprising a part of the Public Company Group a nontransferable, nonexclusive, royalty-free right and license ("***License***") to use the name "Hess" (the "***Name***") and any other trademarks or tradenames owned by Hess that contain the Name (collectively, the "***Marks***").

Section 6.02 *Ownership and Quality.* The Partnership agrees that ownership of the Name and/or the Marks and, in each case, the goodwill relating thereto shall remain vested in Hess both during the term of this License and thereafter, and the Partnership further agrees, and agrees to cause the other Public Company Group Members, never to challenge, contest or question the validity of Hess's ownership of the Name and/or the Marks or any registration thereof by Hess. In connection with the use of the Name and/or the Marks, the Partnership and any other Public Company Group Members shall not in any manner represent that they have any ownership in the Name and the Marks or registration thereof except as set forth herein, and the Partnership, on behalf of itself and

the other Public Company Group Members, acknowledge that the use of the Name and/or the Marks shall not create any right, title or interest in or to the Name and/or the Marks, and all use of the Name and/or the Marks by the Partnership or any other Public Company Group Members, shall inure to the benefit of Hess. The Partnership agrees, and agrees to cause the other Public Company Group Members, to use the Name and/or the Marks in accordance with such quality standards established by Hess and communicated to the Partnership from time to time, it being understood that the products and services offered by the Public Company Group Members immediately before the Effective Date are of a quality that is acceptable to Hess and justifies the License.

Section 6.03 *Termination.* The License shall terminate upon any termination of this Agreement. The License shall terminate, with respect to any Person that no longer qualifies as a Public Company Group Member, as of the time such Person no longer qualifies as a Public Company Group Member. In the event of a termination of the License as described in this Section 6.03, as promptly as practicable, but in any event within 60 days after any such termination, any such Person that no longer qualifies as a Public Company Group Member shall eliminate the Name and the Marks, including any and all variants thereof, from its assets, legal name and any of its other properties and, except with respect to such grace period for eliminating existing usage set forth in this Section 6.03, shall cease the use of the Name and the Marks.

ARTICLE VII. NOTICES

Section 7.01 *Notices*. All written notices, requests, demands and other communications required or permitted to be given under this Agreement shall be considered a *"**Notice**"* and 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 or any other Public Company Group Member:

Hess Midstream Partners GP LP
1501 McKinney Street
Houston, TX 77010
Attn:
Fax:
Email:

If to Hess or any of the Hess Entities:

Hess Corporation
1185 Avenue of the Americas
New York, NY 10036
Attn:
Fax:
Email:

With a copy to:

Hess Midstream Partners GP LLC
1501 McKinney Street
Houston, TX 77010
Attn:
Fax:
Email:

With a copy to:

Hess Corporation
1185 Avenue of the Americas
New York, NY 10036
Attn:
Fax:
Email:

If to HIP LP or any other Non-Public Company Group Member:

Hess Infrastructure Partners LP
1501 McKinney Street
Houston, TX 77010
Attn:
Fax:
Email:

With a copy to:

Hess Infrastructure Partners LP
1501 McKinney Street
Houston, TX 77010
Attn:
Fax:
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 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 7.01.

ARTICLE VIII. LIMITATION OF LIABILITY

Section 8.01 *No Liability for Consequential Damages*. Except as provided in Article III, in no event shall a Party be liable to another Party for any punitive, special, indirect or consequential damages of any kind or character resulting from or arising out of this Agreement, including, without limitation, loss of profits or business interruptions, however they may be caused.

ARTICLE IX. MISCELLANEOUS

Section 9.01 *Assignment*. No Party may assign its rights or delegate its duties under this Agreement without prior written consent of each other Party. Notwithstanding the foregoing: (a) Hess may delegate any of its duties and obligations hereunder to any Hess Entity; *provided*, *however*, that no such delegation shall relieve Hess of any of its duties or obligations under this Agreement; and (b) the Partnership may assign its rights under Article V to any Public Company Group Member.

Section 9.02 *Modification.* This Agreement may be amended or modified only by a written instrument executed by the Parties. Any of the terms and conditions of this Agreement may be waived in writing at any time by the Party entitled to the benefits thereof.

Section 9.03 *Entire Agreement.* This Agreement, together with all Schedules attached hereto and the Secondment Agreement (with respect to certain employee reimbursement matters), constitute the entire agreement among the Parties relating to the subject matter hereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, between the Parties relating to the subject matter hereof, and there are no warranties, representations or other agreements between the Parties in connection with the subject matter hereof except as specifically set forth in, or contemplated by, this Agreement and the Secondment Agreement (with respect to certain employee reimbursement matters).

Section 9.04 *Governing Law; Jurisdiction.* This Agreement shall be governed by the laws of the State of Texas without giving effect to its conflict of laws principles. Each Party hereby irrevocably submits to the exclusive jurisdiction of any federal court of competent jurisdiction situated in the State of Texas United States District Court for the Southern District of Texas, or if such federal court declines to exercise or does not have jurisdiction, in the district court of Harris County, Texas. The Parties expressly and irrevocably submit to the jurisdiction of said courts and irrevocably waive any objection which they may now or hereafter have to the laying of venue of any action, suit or proceeding arising out of or relating to this Agreement brought in such courts, irrevocably waive any claim that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum and further irrevocably waive the right to object, with respect to such claim, action, suit or proceeding brought in any such court that such court does not have jurisdiction over such Party. The Parties hereby irrevocably consent to the service of process by registered mail, postage prepaid, or by personal service within or without the State of Texas. Nothing contained herein shall affect the right to serve process in any manner permitted by Applicable Law.

Section 9.05 *Severability.* Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid and effective under Applicable Law, but if any provision of this Agreement or the application of any such provision to any Person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any

other provision hereof, and the Parties shall negotiate in good faith with a view to substitute for such provision a suitable and equitable solution in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid, illegal or unenforceable provision.

Section 9.06 *No Third-Party Beneficiaries*. It is expressly understood that the provisions of this Agreement do not impart enforceable rights in anyone who is not a Party or the successor or permitted assignee of a Party. No Limited Partner shall have any right, separate and apart from the Partnership, to enforce any provision of this Agreement or to compel any Party to comply with the terms of this Agreement.

Section 9.07 *WAIVER OF JURY TRIAL*. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDINGS RELATING TO THIS AGREEMENT OR ANY PERFORMANCE OR FAILURE TO PERFORM OF ANY OBLIGATION HEREUNDER.

Section 9.08 *Non-Waiver.* The failure of any Party to enforce any provision, condition, covenant or requirement of this Agreement at any time shall not be construed to be a waiver of such provision, condition, covenant or requirement unless the other Parties are so notified by such Party in writing. Any waiver by a Party of a default by any other Party in the performance of any provision, condition, covenant or requirement contained in this Agreement shall not be deemed to be a waiver of such provision, condition, covenant or requirement, nor shall any such waiver in any manner release such other Party from the performance of any other provision, condition, covenant or requirement.

Section 9.09 *Counterparts; Multiple Originals.* This Agreement may be executed in any number of counterparts (including by facsimile or portable document format (.pdf)), all of which together shall constitute one agreement binding each of the Parties. Each of the Parties may sign any number of copies of this Agreement. Each signed copy shall be deemed to be an original, and all of them together shall represent one and the same agreement.

Section 9.10 *Schedules.* Each of the schedules attached hereto and referred to herein is hereby incorporated in and made a part of this Agreement as if set forth in full herein. If there is any conflict between this Agreement and any schedule, the provisions of the schedule shall control.

Section 9.11 *Survival.* Any indemnification granted hereunder by a Party to any other Party shall survive the termination of this Agreement in accordance with the terms of the indemnification.

Section 9.12 *Table of Contents; Headings; Subheadings.* The table of contents and the headings and subheadings of this Agreement have been inserted only for convenience to facilitate reference and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

Section 9.13 *Construction*. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

Section 9.14 *Business Practices.* Hess shall use its best efforts to make certain that all billings, reports, and financial settlements rendered to or made with the Public Company Group pursuant to this Agreement, or any revision of or amendments to this Agreement, will properly reflect the facts about all activities and transactions handled by authority of this Agreement and that the information shown on such billings, reports and settlement documents may be relied upon by the Public Company Group as being complete and accurate in any further recording and reporting made by the Public Company Group for whatever purposes. Hess shall notify the Partnership if Hess discovers any errors in such billings, reports, or settlement documents.

Section 9.15 *Binding Effect*. This Agreement will be binding upon, and will inure to the benefit of, the Parties and their respective successors and permitted assigns.

[*Signature pages follow*.]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date first written above.

HESS CORPORATION

By: /s/ Timothy B. Goodell
Name: Timothy B. Goodell
Title: Senior Vice President, General Counsel and Secretary

HESS MIDSTREAM PARTNERS LP

By: Hess Midstream Partners GP LP, its general partner

By: Hess Midstream Partners GP LLC, its general partner

By: /s/ Jonathan C. Stein
Name: Jonathan C. Stein
Title: Chief Financial Officer

HESS TGP GP LLC

By: /s/ Jonathan C. Stein
Name: Jonathan C. Stein
Title: Chief Financial Officer

HESS TGP OPERATIONS LP

By: Hess TGP GP LLC, its general partner

By: /s/ Jonathan C. Stein
Name: Jonathan C. Stein
Title: Chief Financial Officer

HESS NORTH DAKOTA EXPORT LOGISTICS GP LLC

By: /s/ Jonathan C. Stein
Name: Jonathan C. Stein
Title: Vice President

HESS NORTH DAKOTA EXPORT LOGISTICS OPERATIONS LP

By: Hess North Dakota Export Logistics GP LLC, its general partner

By: /s/ Jonathan C. Stein
Name: Jonathan C. Stein
Title: Vice President

HESS NORTH DAKOTA PIPELINES GP LLC

By: /s/ Jonathan C. Stein
Name: Jonathan C. Stein
Title: Vice President

HESS NORTH DAKOTA PIPELINES OPERATIONS LP

By: Hess North Dakota Pipelines GP LLC, its general partner

By: /s/ Jonathan C. Stein
Name: Jonathan C. Stein
Title: Vice President

HESS MIDSTREAM PARTNERS GP LP

By: Hess Midstream Partners GP LLC,
its general partner

By: /s/ Jonathan C. Stein
Name: Jonathan C. Stein
Title: Chief Financial Officer

HESS INFRASTRUCTURE PARTNERS GP LLC

By: /s/ Jonathan C. Stein
Name: Jonathan C. Stein
Title: Chief Financial Officer

HESS INFRASTRUCTURE PARTNERS LP

By: Hess Infrastructure Partners GP LLC,
its general partner

By: /s/ Jonathan C. Stein
Name: Jonathan C. Stein
Title: Chief Financial Officer

Schedule I
Environmental Matters

Hess will be responsible for any and all costs attributable to or arising out of that certain Notice of Violation (Case No. 13-001 APC), dated February 13, 2013, sent by the North Dakota Department of Health to Hess Corporation, including any costs arising under the related Administrative Consent Agreement (Case No. 13-001 APC), dated December 17, 2013, among Hess Corporation, Hess Investments North Dakota Ltd., Hess Tioga Gas Plant LLC and the North Dakota Department of Health.

Schedule II
Services

Services to be provided pursuant to Section 4.01:

Administrative Services:

(a) Accounting Services, including without limitation:

(i) Accounting Governance

(ii) Corporate Accounting

(iii) Financial Accounting and Reporting

(iv) Internal and External Reporting

(v) Operations Accounting

(vi) Performing periodic reconciliation of book inventory with actual inventory, perform periodic material balance of inputs and outputs, and quantify loss and shrinkage.

(vii) Payment of damages in accordance with this Agreement occurring as a result of, or settlement of, Claims made in connection with the Public Company Group Assets and Hess's operation, maintenance and repair activities.

(viii) Arranging for payment of any third-party fees in regard to operation of the Public Company Group Assets.

(ix) Maintaining fixed asset records of the Public Company Group Assets, including, but not limited to, any other pipeline systems or terminals that Hess may agree to operate upon request of MLP GP LLC.

(x) Preparing and/or assisting in the preparation of capital project (AFE) documents for approval by MLP GP LLC.

(b) Corporate Aviation and Travel Services

(c) Foreign Trade Zone Reporting and Accounting (if applicable)

(d) Governmental Affairs

(e) Group Accounting and Reporting

(f) Environmental, Health and Safety Services, including without limitation:

(i) Establishment of safety, health, environmental, training, emergency response, spill response and other programs in connection with the maintenance and repair of the Public Company Group Assets, in each case as may be required by prudent industry practices or under Applicable Law.

(ii) Maintaining compliance with all federal, state and local environmental, health and safety laws; in addition, conducting all environmental investigation and remediation activities, as required by federal, state and local environmental laws and/or prudent business practices.

(iii) Manage all disposal and storage of all wastes (including hazardous substances and wastewater) generated or used by the operator in accordance with the rules and regulations of any applicable Governmental Authority and Applicable Law.

(g) Internal Audit

(h) Legal Services

(i) Tax Services, including:

  (i) Federal income tax services

  (ii) State and local income tax services

  (iii) Indirect tax services (including services with respect to ad valorem or transactional taxes)

(j) Office Services

(k) Records Management

(l) Real Estate Management

(m) Corporate Risk Services

(n) Insurance Services, including Claims Management

(o) Treasury and Banking Services

(p) Corporate Communications and Investor Relations

(q) Management Reporting and Analysis

HR Services:

(a) Human Resources Services

Data Processing and IT Services:

(a) Data Processing and Information Technology Services

Procurement Services:

(a) Purchasing / Supply Chain Management

Management Services:

None as of the Effective Date

Schedule III
ROFO Assets

ROFO Asset	Owner
Retained interest in Hess TGP Operations LP. HIP LP's 80% economic interest and 49% voting interest in Hess TGP Operations LP.	Hess Infrastructure Partners LP
Retained interest in Hess North Dakota Export Logistics Operations LP. HIP LP's 80% economic interest and 49% voting interest in Hess North Dakota Export Logistics Operations LP.	Hess Infrastructure Partners LP
Retained interest in Hess North Dakota Pipelines Operations LP. HIP LP's 80% economic interest and 49% voting interest in Hess North Dakota Pipelines Operations LP.	Hess Infrastructure Partners LP

Schedule IV
SERVICES MARK-UP PERCENTAGE

Service	Mark-Up Percentage
Administrative Services	7.70%
HR Services	4.21%
Data Processing and IT Services	6.35%
Procurement Services	3.12%
Management Services	12.74%

For the avoidance of doubt, no markup percentage shall be applied to costs related to work performed by third-party contractors engaged directly by the General Partner or any other Public Company Group Member, even if Hess or one of its Affiliates assists in the procurement of such work on behalf of the General Partner or any other Public Company Group Member.

Exhibit 10.3

Execution Version

EMPLOYEE SECONDMENT AGREEMENT

This Employee Secondment Agreement (this "***Agreement***"), dated as of April 10, 2017 (the "***Effective Date***"), is entered into by and among **HESS CORPORATION**, a Delaware corporation ("***Hess Corp.***"), **HESS TRADING CORPORATION**, a Delaware corporation ("***HTC***," and together with Hess Corp., "***Hess***"), **HESS MIDSTREAM PARTNERS GP LP**, a Delaware limited partnership (the "***MLP GP LP***"), and **HESS MIDSTREAM PARTNERS GP LLC**, a Delaware limited liability company (the "***Company***", and together with the MLP GP LP, the "***General Partner***"). Hess and the General Partner are sometimes referred to herein individually as a "***Party***" and collectively as the "***Parties***".

RECITALS:

WHEREAS, pursuant to that certain Contribution, Conveyance and Assumption Agreement dated as of the date hereof (the "***Contribution Agreement***"), certain Affiliates of Hess have, directly and indirectly, contributed the "Assets" (as such term is defined in the Contribution Agreement) (the "***Assets***") to Hess Midstream Partners LP, a Delaware limited partnership (the "***Partnership***");

WHEREAS, the Company is the sole general partner of the MLP GP LP, and the MLP GP LP is the sole general partner of the Partnership;

WHEREAS, the Public Company Group (as hereinafter defined) is engaged in the business of owning and operating natural gas processing and crude oil, natural gas and natural gas liquids transportation and logistics assets, including pipelines, terminals and rail cars; and

WHEREAS, in connection with the transactions contemplated by the Contribution Agreement, Hess desires to second to the Company, in its capacity as the general partner of the MLP GP LP, in its capacity as the general partner of the Partnership, respectively, certain personnel employed or contracted by Hess to perform certain functions for the Public Company Group in connection with the Assets and any other assets held from and after the Effective Date by any member of the Public Company Group.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Hess and the General Partner hereby agree as follows:

ARTICLE 1
DEFINITIONS; INTERPRETATION

1.1 Definitions. As used in this Agreement, (a) the terms defined in this Agreement will have the meanings so specified, and (b) capitalized terms not defined in this Agreement will have the meanings ascribed to those terms on Exhibit A to this Agreement.

1.2 Interpretation. In this Agreement, unless a clear contrary intention appears: (a) the singular includes the plural and vice versa; (b) reference to any Person includes such Person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity; (c) reference to any gender includes each other gender; (d) reference to any agreement (including this Agreement), document or instrument means such agreement, document, or instrument as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms of this Agreement; (e) reference to any Article, Section, Exhibit, Schedule, subsection and other division means such Article, Section, subsection or other division of, and Exhibit and Schedule to, this Agreement, and references in any Section or definition to any clause means such clause of such Section or definition, unless, in each case, the context requires otherwise; (f) "hereunder," "hereof," "hereto" and words of

similar import will be deemed references to this Agreement as a whole and not to any particular Section or other provision hereof or thereof; (g) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and (h) relative to the determination of any period of time, "from" means "from and including," "to" means "to but excluding" and "through" means "through and including."

1.3 Legal Representation of Parties. This Agreement was negotiated by the Parties with the benefit of legal representation, and any rule of construction or interpretation requiring this Agreement to be construed or interpreted against any Party merely because such Party drafted all or a part of such Agreement will not apply to any construction or interpretation hereof or thereof.

1.4 Titles and Headings. Section titles and headings in this Agreement are inserted for convenience of reference only and are not intended to be a part of, or to affect the meaning or interpretation of, this Agreement.

ARTICLE 2
SECONDMENT

2.1 Seconded Employees. Subject to the terms of this Agreement, Hess agrees 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 Hess, 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 Hess 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.

2.2 Period of Secondment. Hess will second the Seconded Employees to the General Partner starting on the Effective Date and continuing, during the period (and only during the period) that the Seconded Employees are performing functions for the General Partner, until the earliest of:

(a) the end of the term of this Agreement;

(b) such end date set forth for any Seconded Employees as may be mutually agreed in writing by the Parties (as applicable, the "***End Date***");

(c) a withdrawal, departure, resignation or termination of such Seconded Employees under Section 2.3; and

(d) a termination of Secondment of such Seconded Employees under Section 2.4.

The period of time that any Seconded Employee is provided by Hess to the General Partner is referred to in this Agreement as the "***Period of Secondment***." At the end of the Period of Secondment for any Seconded Employee, such Seconded Employee will no longer be subject to the direction by the General Partner of the Seconded Employee's day-to-day activities. Notwithstanding anything herein to the contrary, the Parties acknowledge that the Seconded Employees may also perform functions for Hess in connection with its own operations and that the Parties intend that the Seconded Employees shall be seconded to the General Partner only during those times that the Seconded Employees are performing functions for the General Partner hereunder.

2.3 Withdrawal, Departure or Resignation.

(a) Hess will use reasonable efforts to prevent any early withdrawal, departure or resignation of any Seconded Employee prior to the End Date for such Seconded Employee's Period of Secondment. If any Seconded Employee tenders his or her resignation to Hess as an employee of Hess, Hess will promptly notify the General Partner. During

the Period of Secondment of any Seconded Employee, Hess will not voluntarily withdraw or terminate any Seconded Employee except with the written consent of the General Partner, such consent not to be unreasonably withheld. Upon the termination of its employment with Hess, a Seconded Employee will cease performing services for the General Partner or the applicable member of the Public Company Group.

(b) Hess will indemnify, defend and hold harmless the General Partner, the other members of the Public Company Group and their respective directors, officers and employees against all Losses arising out of or in any way connected with or related to the termination of employment of a Seconded Employee by Hess without the prior written consent of the General Partner, **EVEN THOUGH SUCH LOSS MAY BE CAUSED BY THE NEGLIGENCE OF ONE OR MORE MEMBERS OF THE PUBLIC COMPANY GROUP,** except to the extent that such Losses arise out of or result from the sole negligence, gross negligence or willful misconduct of any member of the Public Company Group.

2.4 Termination of Secondment. The General Partner will have the right to terminate the Secondment of any Seconded Employee for any reason at any time. Upon the termination of the Secondment of any Seconded Employee, such Seconded Employee will cease performing services for the General Partner or the applicable member of the Public Company Group.

(a) Upon the termination by Hess of any Seconded Employee's Period of Secondment without the prior written consent of the General Partner, Hess will be solely liable for any costs or expenses associated with the termination of such Seconded Employee's Secondment, except as otherwise specifically set forth in this Agreement. Hess will indemnify, defend and hold harmless the General Partner, the other members of the Public Company Group and their respective directors, officers and employees against all Losses arising out of or in any way connected with or related to the termination of the Secondment of a Seconded Employee by Hess without the prior written consent of the General Partner, **EVEN THOUGH SUCH LOSS MAY BE CAUSED BY THE NEGLIGENCE OF ONE OR MORE MEMBERS OF THE PUBLIC COMPANY GROUP,** except to the extent that such Losses arise out of or result from the sole negligence, gross negligence or willful misconduct of any member of the Public Company Group.

2.5 Supervision.

(a) During the Period of Secondment, the General Partner will serve as the employer directly controlling the Seconded Employees providing Employee Functions and will retain the exclusive right, solely to the extent it relates to the Period of Secondment, to:

(i) be ultimately and fully responsible for the daily work assignments of the Seconded Employees during those times that the Seconded Employees are performing functions for the General Partner hereunder, including supervision of their the day-to-day work activities and ensuring that such Seconded Employee's performance is consistent with the purposes stated in Section 2.1 and the job functions associated with the Employee Functions;

(ii) to handle any performance issues of Seconded Employees;

(iii) set the hours of work and the holidays and vacation schedules for Seconded Employees; and

(iv) have the right to determine training that will be received by the Seconded Employees.

(b) Notwithstanding the foregoing, Hess shall be responsible for administering the payment of each Seconded Employee's wages and benefits, all withholding obligations to federal, state and local tax and insurance authorities, and all other costs and expenses associated with Seconded Employees, including workers' compensation expenses.

(c) In the course and scope of performing any Seconded Employee job functions, the Seconded Employees will be integrated into the organization of the General Partner, will report into the General Partner's management structure, and will be under the direct management and supervision of the Company, in its capacity as the general partner of the MLP GP LP, in its capacity as the general partner of the Partnership, respectively.

2.6 Seconded Employee Qualifications; Approval. Hess will provide such suitably qualified and experienced Seconded Employees as Hess is able to make available to the General Partner, and the General Partner will have the right to approve such Seconded Employees. All Seconded Employees identified as of the Effective Date have been approved and accepted by the General Partner as suitable for performing job functions related to the Employee Functions.

2.7 Workers' Compensation Insurance. At all times, Hess will maintain workers' compensation or similar insurance (either through an insurance company or self-insured arrangement) applicable to the Seconded Employees, as required by applicable state and federal workers' compensation and similar laws.

2.8 Benefit Plans. Neither the General Partner nor any other member of the Public Company Group shall be deemed to be a participating employer in any Benefit Plan during the Period of Secondment. Subject to the General Partner's reimbursement obligations hereunder, Hess shall remain solely responsible for all obligations and liabilities arising under the express terms of the Benefit Plans, and the Seconded Employees will be covered under the Benefit Plans subject to and in accordance with their respective terms and conditions, as may be amended from time to time. Hess and its ERISA Affiliates may amend or terminate any Benefit Plan in whole or in part at any time. During the Period of Secondment, neither the General Partner nor any other member of the Public Company Group shall assume any Benefit Plan or have any obligations, liabilities or rights arising under the express terms of the Benefit Plans, in each case except for cost reimbursement pursuant to this Agreement.

ARTICLE 3
SECONDMENT FEE

3.1 Secondment Fee.

(a) The General Partner shall, or shall cause another member of the Public Company Group to, pay to Hess an annual fee, payable in equal monthly installments, that will reflect the costs incurred by Hess with respect to its employment of the Seconded Employees (the "***Secondment Fee***"). The Parties acknowledge and agree that the Secondment Fee is intended to cover the total cost of employing the Seconded Employees during the Period of Secondment (the "***Total Services Costs***") to the extent such Total Services Costs are attributable to the provision of the Employee Functions. Hess shall determine in good faith the percentage of the Total Services Costs that are attributable to the provision of the Employee Functions by the Seconded Employees to the General Partner based on Hess's then-current corporate transfer pricing policies, as generally applied in a non-discriminatory manner. To the extent that the amount of any cost or expense, once known, varies from the estimate used for determining the Secondment Fee hereunder, the difference, once determined, shall be added to or subtracted from the Secondment Fee for the following year.

(b) For the avoidance of doubt, the Secondment Fee shall not include any costs associated with equity-based compensation granted by Hess or the General Partner to the Seconded Employees; *provided*, *however*, that to the extent the General Partner grants any awards under any incentive compensation plan of any member of the Public Company Group in effect from time to time, such awards shall be at the General Partner's sole expense and the General Partner shall, or shall cause another member of the Public Company Group to, reimburse Hess for any expenses Hess may incur with respect to such awards.

(c) The Parties acknowledge and agree that the Secondment Fee may change from time to time, as determined by Hess in good faith, to accurately reflect the degree and extent of the Employee Functions provided to the General Partner by the Seconded Employees or to reflect any change in the cost of employing the Seconded Employees. On or prior to January 1 of each calendar year during the term of this Agreement, Hess will provide the General Partner with an estimate of the Secondment Fee for the succeeding calendar year, and such Secondment Fee will be invoiced to the General Partner in accordance with Section 3.1(d).

(d) Within 20 days following the end of each month during the Period of Secondment, Hess shall send to the General Partner an invoice (in a form mutually agreed by the Parties) of the amounts due for such month setting forth the applicable portion of the Secondment Fee payable for such month and any amounts reimbursable under this Agreement. The General Partner shall, or shall cause the other members of the Public Company Group to, pay such invoice by the later of (i) 30 days of receipt and (ii) the last Business Day of the month in which the General Partner received such invoice, except for any amounts that are being disputed in good faith by the General Partner. If Hess determines that the amount reflected on any invoice previously sent to, and paid by, the General Partner (or another member of the Public Company Group, as applicable) did not accurately state the amounts owed by the General Partner (for and on behalf of the Public Company Group) under this Section 3.1, Hess shall include appropriate adjustments on the next invoice; *provided*, *however*, that such adjustments shall be included only to the extent that

they relate to a month in the same calendar quarter as such invoice relates; *provided further* that Hess and the General Partner shall negotiate, in good faith, the timing of payment of any such adjustments. Any such adjustments shall be separately stated and computed in such detail as is mutually agreed by Hess and the General Partner. For the avoidance of doubt, any adjustments that do not relate to a month in the same calendar quarter as such invoice relates shall not be due and payable by the General Partner or any other member of the Public Company Group. Any amounts that the General Partner has disputed in good faith and that are later determined by any court or other competent authority having jurisdiction, or by agreement of the Parties, to be owing from the General Partner (for and on behalf of the Public Company Group) to Hess shall be paid in full within ten days of such determination, together with interest thereon at the Interest Rate from the date due under the original invoice until the date of payment. For so long as Hess Corp. and its Affiliates, collectively, hold at least

15% of the issued and outstanding Equity Interests in Takota GP, the General Partner and Hess may settle the General Partner's financial obligations to Hess hereunder through Hess's normal interaffiliate settlement processes.

3.2 Cancellation or Reduction of Services. The General Partner may terminate or reduce the level of any of the Employee Functions on 30 days' prior written notice to Hess. In the event the General Partner terminates the Employee Functions, the General Partner shall, or shall cause another member of the Public Company Group to, pay Hess the applicable monthly portion of the Secondment Fee for the last month (or portion thereof) in which it received Employee Functions. Upon payment thereof, the General Partner shall have no further payment obligation to Hess under this Agreement.

3.3 Reimbursements for Other Costs and Expenses. This Agreement does not address the reimbursement of any costs or expenses associated with any services provided by Hess and its Affiliates other than the Employee Functions. For the avoidance of doubt, any amounts payable by the General Partner under this Agreement shall be in addition to, and not in duplication of, any amounts payable by the General Partner or any other member of the Public Company Group under the Omnibus Agreement or the Operational Services Agreement.

ARTICLE 4
ALLOCATION; RECORDS

4.1 Allocation; Records. Hess will use commercially reasonable efforts to maintain an allocation schedule reflecting the direct and indirect costs that are included in the calculation of the Secondment Fee. The General Partner and its representatives will have the right to audit such records and such other records as the General Partner may reasonably require in connection with its verification of the Secondment Fee during regular business hours and on reasonable prior notice.

4.2 Agent. The costs and expenses included in the Secondment Fee remain the primary legal responsibility of the General Partner as the co-employer of the Seconded Employees during the Secondment Period. Hess agrees to act as agent for the General Partner in paying such amounts to the employees temporarily assigned under this Secondment Agreement. Hess agrees to indemnify and hold the General Partner harmless from any and all Losses incurred by the General Partner or any other member of the Public Company Group that are related to Hess's failure to carry out its duties as agent for the payment of such amounts as set forth above.

ARTICLE 5
TERM AND TERMINATION

5.1 Term. Subject to Section 3.2 and Section 5.2, this Agreement shall have a term beginning on the Effective Date and shall terminate on the tenth anniversary of the Effective Date (the "***Initial Term***"); *provided, however,* that this Agreement may be extended by the General Partner for one renewal term of ten years (the "***Renewal Term***"). To commence the Renewal Term, the General Partner shall provide written notice to Hess of the General Partner's intent to renew this Agreement no less than 90 days prior to the end of the Initial Term.

5.2 Termination. The Parties may terminate this Agreement prior to the end of the Initial Term (or Renewal Term, as applicable) as follows:

(a) If any Party is in default under this Agreement, the non-defaulting Party may, as its sole option, (1) terminate this Agreement immediately upon written Notice to the defaulting Party; provided that if the General Partner is the terminating Party, such termination shall be effective on the earlier of (x) 90 days following Hess' receipt of such written Notice, and (y) the Parties entering into a transition services agreement pursuant to Section 5.3, (2) withhold any payments due to the defaulting Party under this Agreement or (3) pursue any other remedy at law or in equity. For purposes of this Section 5.2(a), a Party shall be in default under this Agreement if:

(i) such Party materially breaches any provision of this Agreement and such breach is not cured within 15 Business Days after written Notice thereof (which written Notice shall describe such breach in reasonable detail) is received by such Party; or

(ii) such Party (A) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar Applicable Law, or has any such petition filed or commenced against it; (B) makes an assignment or any general arrangement for the benefit of creditors; (C) otherwise becomes bankrupt or insolvent (however evidenced); or (D) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets.

(b) The General Partner may terminate this Agreement at any time upon 30 days' prior written Notice to Hess; provided that such termination shall be effective on the earlier of (i) 90 days following Hess' receipt of such written Notice, and (ii) the Parties entering into a transition services agreement pursuant to Section 5.3, and only those provisions that, by their terms, expressly survive this Agreement shall so survive.

(c) At any time, should Hess Corp. and its Affiliates collectively cease to hold at least 15% of the issued and outstanding Equity Interests in Takota GP, then any Party may terminate this Agreement upon written Notice to the other Parties and such termination shall be effective on the earlier of (i) 90 days following the applicable Party's receipt of such written Notice, and (ii) the Parties entering into a transition services agreement pursuant to Section 5.3.

5.3 Transition Services Upon Termination. Should a notice of termination of this Agreement be delivered pursuant to Section 5.2 (other than any such termination notice delivered by Hess pursuant to Section 5.2(a) due to a Company default), then the Parties shall, during the pendency of such termination, use their commercially reasonable efforts to agree upon a transition services agreement.

ARTICLE 6
GENERAL PROVISIONS

6.1 Accuracy of Recitals. The paragraphs contained in the recitals to this Agreement are incorporated in this Agreement by this reference, and the Parties to this Agreement acknowledge the accuracy thereof.

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:	If to Hess:
Hess Midstream Partners GP LLC 1501 McKinney Street Houston, TX 77010 Attn: Fax: Email:	Hess Corporation 1185 Avenue of the Americas New York, NY 10036 Attn: Fax: Email:
With a copy to:	With a copy to:
Hess Midstream Partners GP LLC 1501 McKinney Street Houston, TX 77010 Attn: Fax: Email:	Hess Corporation 1185 Avenue of the Americas New York, NY 10036 Attn: Fax: 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.

6.3 Further Assurances. The Parties agree to execute such additional instruments, agreements and documents, and to take such other actions, as may be necessary to effect the purposes of this Agreement.

6.4 Modifications. This Agreement may be amended or modified only by a written instrument executed by the Parties. Any of the terms and conditions of this Agreement may be waived in writing at any time by the Party entitled to the benefits thereof.

6.5 No Third Party Beneficiaries. No Person not a Party to this Agreement will have any rights under this Agreement as a third party beneficiary or otherwise, including, without limitation, the Seconded Employees. In furtherance but not in limitation of the foregoing: (a) nothing in this Agreement shall be deemed to provide any Seconded Employee with a right to continued Secondment or employment and (b) nothing in this Agreement shall be deemed to constitute an amendment to any Benefit Plan or limit in any way the right of Hess and its ERISA Affiliates to amend, modify or terminate, in whole or in part, any Benefit Plan which may be in effect from time to time.

6.6 Relationship of the Parties. Nothing in this Agreement will constitute the members of the Public Company Group, Hess or its Affiliates as members of any partnership, joint venture, association, syndicate or other entity.

6.7 Assignment. Neither Party will, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, assign, mortgage, pledge or otherwise convey this Agreement or any of its rights or duties hereunder. Unless written consent is not required under this Section 6.7, any attempted or purported assignment, mortgage, pledge or conveyance by a Party without the written consent of the other Party shall be void and of no force and effect. No assignment, mortgage, pledge or other conveyance by a Party shall relieve the Party of any liabilities or obligations under this Agreement.

6.8 Binding Effect. This Agreement will be binding upon, and will inure to the benefit of, the Parties and their respective successors, permitted assigns and legal representatives.

6.9 Counterparts; Multiple Originals. This Agreement may be executed in any number of counterparts (including by facsimile or portable document format (.pdf)), all of which together shall constitute one agreement binding each of the Parties. Each of the Parties may sign any number of copies of this Agreement. Each signed copy shall be deemed to be an original, and all of them together shall represent one and the same agreement.

6.10 Time of the Essence. Time is of the essence in the performance of this Agreement.

6.11 Governing Law; Jurisdiction. This Agreement shall be governed by the laws of the State of Texas without giving effect to its conflict of laws principles. Each Party hereby irrevocably submits to the exclusive jurisdiction of any federal court of competent jurisdiction situated in the State of Texas United States District Court for the Southern District of Texas, or if such federal court declines to exercise or does not have jurisdiction, in the district court of Harris County, Texas. The Parties expressly and irrevocably submit to the jurisdiction of said courts and irrevocably waive any objection which they may now or hereafter have to the laying of venue of

any action, suit or proceeding arising out of or relating to this Agreement brought in such courts, irrevocably waive any claim that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum and further irrevocably waive the right to object, with respect to such claim, action, suit or proceeding brought in any such court that such court does not have jurisdiction over such Party. The Parties hereby irrevocably consent to the service of process by registered mail, postage prepaid, or by personal service within or without the State of Texas. Nothing contained herein shall affect the right to serve process in any manner permitted by Applicable Law.

6.12 WAIVER OF JURY TRIAL. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDINGS RELATING TO THIS AGREEMENT OR ANY PERFORMANCE OR FAILURE TO PERFORM OF ANY OBLIGATION HEREUNDER.

6.13 Delay or Partial Exercise Not Waiver. No failure or delay on the part of any Party to exercise any right or remedy under this Agreement will operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy under this Agreement preclude any other or further exercise thereof or the exercise of any other right or remedy granted hereby or any related document. The waiver by either Party of a breach of any provisions of this Agreement will not constitute a waiver of a similar breach in the future or of any other breach or nullify the effectiveness of such provision.

6.14 Entire Agreement. This Agreement constitutes and expresses the entire agreement between the Parties with respect to the subject matter hereof. All previous discussions, promises, representations and understandings relative thereto are hereby merged in and superseded by this Agreement.

6.15 Waiver. To be effective, any waiver or any right under this Agreement will be in writing and signed by a duly authorized officer or representative of the Party bound thereby.

6.16 Incorporation of Exhibits by References. Each of the Exhibits to this Agreement is hereby incorporated by reference herein as if it were set out in full in the text of this Agreement.

[*Signature page follows.*]

AS WITNESS HEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date herein above mentioned.

HESS CORPORATION

By: /s/ Timothy B. Goodell
Name: Timothy B. Goodell
Title: Senior Vice President, General Counsel and Secretary

HESS TRADING CORPORATION

By: /s/ Steven A. Villas
Name: Steven A. Villas
Title: President

HESS MIDSTREAM PARTNERS GP LLC

By: /s/ Jonathan C. Stein
Name: Jonathan C. Stein
Title: Chief Financial Officer

HESS MIDSTREAM PARTNERS GP LP

By: Hess Midstream Partners GP LLC,
its general partner

By: /s/ Jonathan C. Stein
Name: Jonathan C. Stein
Title: Chief Financial Officer

EXHIBIT A
Definitions

"***Affiliate***" means with respect to any Person, any other Person that directly or indirectly, through one or more intermediaries, Controls, is Controlled by or is under common Control with, such Person. For the avoidance of doubt and notwithstanding anything in this Agreement to the contrary, (a) no member of the Public Company Group shall be deemed to be an "***Affiliate***" of Hess nor shall Hess be deemed to be an "***Affiliate***" of any member of the Public Company Group, (b) a Person who is a limited partnership and has a common general partner with another Person, directly or indirectly, shall be deemed to be an "***Affiliate***" of such other Person, and (c) no member of the Public Company Group shall be deemed to be an "***Affiliate***" of any Person in which any investment fund managed by Global Infrastructure Management, LLC has made an investment, including any holding company of such Person, nor shall any Person in which any investment fund managed by Global Infrastructure Management, LLC has made an investment, including any holding company of such Person be deemed to be an "***Affiliate***" of any member of the Public Company Group.

"***Agreement***" has the meaning set forth in the Preamble to this Agreement.

"***Applicable Law***" means any applicable statute, law, regulation, ordinance, rule, determination, judgment, rule of law, order, decree, permit, approval, concession, grant, franchise, license, requirement, or any similar form of decision of, or any provision or condition of any permit, license or other operating authorization issued by any Governmental Authority having or asserting jurisdiction over the matter or matters in question, whether now or hereafter in effect.

"***Assets***" has the meaning set forth in the Recitals to this Agreement.

"***Benefit Plans***" means each employee benefit plan, as defined in Section 3(3) of ERISA, and any other material plan, policy, program, practice, agreement, understanding or arrangement (whether written or oral) providing compensation or other benefits to any Seconded Employee (or to any dependent or beneficiary thereof), including, without limitation, any stock bonus, stock ownership, stock option, stock purchase, stock appreciation rights, phantom stock, restricted stock or other equity-based compensation plans, policies, programs, practices or arrangements, and any bonus or incentive compensation plan, deferred compensation, profit sharing, holiday, cafeteria, medical, disability or other employee benefit plan, program, policy, agreement or arrangement sponsored, maintained, or contributed to by Hess or any of its ERISA Affiliates, or under which either Hess or any of its ERISA Affiliates may have any obligation or liability, whether actual or contingent, in respect of or for the benefit of any Seconded Employee (but excluding workers' compensation benefits (whether through insured or self-insured arrangements) and directors and officers liability insurance).

"***Business Day***" means any day except for Saturday, Sunday or a legal holiday in Texas.

"***Company***" has the meaning set forth in the Preamble to this Agreement.

"***Control***" and its derivatives mean, with respect to any Person, the possession, directly or indirectly, of (a) the power to direct or cause the direction of the management and policies of a Person, whether by contract or otherwise, (b) without limiting any other subsection of this definition, if applicable to such Person (even if such Person is a corporation), where such Person is a corporation, the power to exercise or determine the voting of more than 50% of the voting rights in such corporation, (c) without limiting any other subsection of this definition, if applicable to such Person (even if such Person is a limited partnership), where such Person is a limited partnership, ownership of all of the equity of the sole general partner of such limited partnership, or (d) without limiting any other subsection of this definition, if applicable to such Person, in the case of a Person that is any other type of entity, the right to exercise or determine the voting of more than 50% of the Equity Interests in such Person having voting rights, whether by contract or otherwise.

"***Contribution Agreement***" has the meaning set forth in the Recitals to this Agreement.

"***Effective Date***" has the meaning set forth in the Preamble to this Agreement.

"***Employee Functions***" has the meaning set forth in Section 2.1.

"***End Date***" has the meaning set forth in Section 2.2(b).

"***Equity Interests***" means, with respect to any Person, (a) capital stock, membership interests, partnership interests, other equity interests, rights to profits or revenue and any other similar interest in such Person, (b) any security or other interest convertible into or exchangeable or exercisable for any of the foregoing, whether at the time of issuance or upon the passage of time or the occurrence of some future event, and (c) any warrant, option or other right (contingent or otherwise) to acquire any of the foregoing.

"***ERISA***" means the Employee Retirement Income Security Act of 1974, as amended.

"***ERISA Affiliate***" means any entity that would be treated as a single employer with an Operator under Sections 414(b), (c) or (m) of the Internal Revenue Code of 1986, as amended, or Section 4001(b)(1) of ERISA.

"***General Partner***" has the meaning set forth in the Preamble to this Agreement.

"***Governmental Authority***" means any federal, state, local or foreign government or any provincial, departmental or other political subdivision thereof, or any entity, body or authority exercising executive, legislative, judicial, regulatory, administrative or other governmental functions or any court, department, commission, board, bureau, agency, instrumentality or administrative body of any of the foregoing.

"***Hess***" has the meaning set forth in the Preamble to this Agreement.

"***Hess Corp.***" has the meaning set forth in the Preamble to this Agreement.

"***HTC***" has the meaning set forth in the Preamble to this Agreement.

"***Initial Term***" has the meaning set forth in Section 5.1.

"***Interest Rate***" means, on the applicable date of determination (a) the prime rate (as published in the "Money Rates" table of The Wall Street Journal, eastern edition, or if such rate is no longer published in such publication or such publication ceases to be published, then as published in a similar national business publication as mutually agreed by the Parties), plus (b) an additional two percentage points (or, if such rate is contrary to any Applicable Law, the maximum rate permitted by such Applicable Law).

"***Loss***" or "***Losses***" means any and all costs, expenses (including reasonable attorneys' fees), claims, demands, losses, liabilities, obligations, actions, lawsuits and other proceedings, judgments and awards.

"***MLP GP LP***" has the meaning set forth in the Preamble to this Agreement.

"***Non-Public Company Group***" means, at any date of determination, Takota LP, Takota GP and each of their respective Subsidiaries, collectively, but specifically excluding any member of the Public Company Group.

"***Notice***" means any notice, request, instruction, correspondence or other communication permitted or required to be given under this Agreement.

"***Omnibus Agreement***" means that certain Omnibus Agreement, dated as of the date hereof, by and among Hess Corp., the MLP GP LP and the Partnership, and the other parties thereto, as such may be amended, supplemented or restated from time to time.

"***Operational Services Agreement***" means that certain Operational Services Agreement, dated as of the date hereof, by and among Hess Corp., the MLP GP LP and the Company, as such may be amended, supplemented or restated from time to time.

"***Partnership***" has the meaning set forth in the Recitals to this Agreement.

"***Party***" or "***Parties***" has the meaning set forth in the Preamble to this Agreement.

"***Period of Secondment***" has the meaning set forth in Section 2.2.

"***Person***" means any individual, partnership, limited partnership, joint venture, corporation, limited liability company, limited liability partnership, trust, unincorporated organization or Governmental Authority or any department or agency thereof.

"***Public Company Group***" means, at any date of determination, (a) the Partnership, (b) the Company, (c) the MLP GP LP, and (d) the respective Subsidiaries of the Partnership, the Company and/or the MLP GP LP, all of the foregoing being treated as a single consolidated entity.

"***Renewal Term***" has the meaning set forth in Section 5.1.

"***Seconded Employees***" means those employees of Hess and its Affiliates who are engaged in providing the Employee Functions to the General Partner from time to time.

"***Secondment***" means each assignment of any Seconded Employee to the General Partner from Hess in accordance with the terms of this Agreement.

"***Secondment Fee***" has the meaning set forth in Section 3.1(a).

"***Subsidiary***" means, with respect to any Person, any other Person in which such first Person, directly or indirectly, owns an Equity Interest.

"***Takota GP***" means Hess Infrastructure Partners GP LLC, a Delaware limited liability company and the general partner of Takota LP.

"***Takota LP***" mean Hess Infrastructure Partners LP, a Delaware limited partnership.

"***Total Services Costs***" has the meaning set forth in Section 3.1(a).

EXHIBIT B
Employee Functions

The Employee Functions to be provided by the Seconded Employees of Hess Corp. include, but are not limited to, the following functions with respect to the Assets and/or the businesses of the Public Company Group:

- Executive Oversight (including select positions involving legal, tax and management of key controls and processes);
- Business Development;
- Corporate Development (including Treasurer, Controller and Corporate Secretary functions);
- Unitholder and Investor Relations;
- Communications and Public Relations; and
- Such other operational, commercial and business functions that are necessary to develop and execute the business strategy of the Public Company Group including, without limitation, expansion of existing facilities; acquisition of new facilities, customers or key suppliers; and determine key investment decisions and structures.

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:

- Coordination of scheduling of rail tank cars with railroad owners and related suppliers, service providers and customers.

HESS MIDSTREAM PARTNERS LP
2017 LONG-TERM INCENTIVE PLAN

SECTION 1. Purpose of the Plan.

This Hess Midstream Partners LP 2017 Long-Term Incentive Plan (the "Plan") has been adopted by Hess Midstream Partners GP LLC, a Delaware limited liability company (the "Company"), the general partner of Hess Midstream Partners GP LP, a Delaware limited partnership (the "General Partner"), which is the general partner of Hess Midstream Partners LP, a Delaware limited partnership (the "Partnership"). The Plan is intended to promote the interests of the Partnership and the Company by providing incentive compensation awards denominated in or based on Units to Employees, Consultants and Directors to encourage superior performance. The Plan is also intended to enhance the ability of the Partnership, the Company and their Affiliates to attract and retain the services of individuals who are essential for the growth and profitability of the Partnership, the Company and their Affiliates and to encourage them to devote their best efforts to advancing the business of the Partnership, the Company and their Affiliates.

SECTION 2. Definitions.

As used in the Plan, the following terms shall have the meanings set forth below:

"Affiliate" means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with, the Person in question. As used herein, the term "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise. Hess and its Affiliates shall all be considered Affiliates of the Company and the Partnership for all purposes under the Plan, except as and to the extent otherwise determined by the Committee.

"ASC Topic 718" means Accounting Standards Codification Topic 718, *Compensation – Stock Compensation*, or any successor accounting standard.

"Award" means an Option, Restricted Unit, Phantom Unit, DER, Substitute Award, Unit Appreciation Right, Unit Award, Other Unit-Based Award or Profits Interest Unit granted under the Plan.

"Award Agreement" means the written or electronic agreement by which an Award shall be evidenced and which agreement may include a separate plan, policy, agreement or other written document.

"Board" means the board of directors or board of managers, as the case may be, of the Company.

"Cause" means, unless otherwise provided in the Participant's Award Agreement: (i) a felony conviction of the Participant or the failure of the Participant to contest prosecution for a felony; (ii) the Participant's gross and willful misconduct in connection with the performance of the Participant's duties with the Company or any Affiliate(s) of the Company or (iii) the willful

and continued failure of the Participant to substantially perform the Participant's duties with the Company or its Affiliate(s) after a written demand from the Board or the Committee for substantial performance which specifically identifies the manner in which the Board or the Committee, as the case may be, believes that the Participant has not performed the Participant's duties with the Company or its Affiliates, *provided* that the event or circumstance described in clause (i), (ii) or (iii) is directly and materially harmful to the business or reputation of the Company, the Partnership or their Affiliates; *provided further, however,* that, if at any particular time the Participant is subject to an effective employment agreement or change in control agreement with the Company or any of its Affiliates, then, in lieu of the foregoing definition, "Cause" shall at that time have such meaning as may be specified in such employment agreement or change in control agreement, as applicable.

"Change in Control" means, and shall be deemed to have occurred upon one or more of the following events:

(i) any "person" or "group" within the meaning of Sections 13(d) and 14(d)(2) of the Exchange Act, other than the Company, the General Partner, Hess or an Affiliate of the Company, the General Partner or Hess (as determined immediately prior to such event), shall become the beneficial owner, by way of merger, acquisition, consolidation, recapitalization, reorganization or otherwise, of 50% or more of the combined voting power of the equity interests in the Company or the Partnership;

(ii) the limited partners of the Partnership approve, in one or a series of transactions, a plan of complete liquidation of the Partnership;

(iii) the sale or other disposition by either the Company or the Partnership of all or substantially all of the Company's or the Partnership's assets, respectively, in one or more transactions to any Person other than the Company, the General Partner, the Partnership, Hess or an Affiliate of the Company, the General Partner, the Partnership or Hess;

(iv) a transaction resulting in a Person other than the Company, the General Partner, Hess or an Affiliate of the Company, the General Partner or Hess (as determined immediately prior to such event) being the sole general partner of the Partnership; or

(v) a Hess Corporation Change of Control.

Notwithstanding the foregoing, if a Change in Control constitutes a payment event with respect to any Award which provides for the deferral of compensation required to comply with Section 409A or such compensation otherwise would be subject to the tax under Section 409A if such Change in Control did not comply with Section 409A, the transaction or event described in subsection (i), (ii), (iii), (iv) or (v) above with respect to such Award must also constitute a "change in control event," as defined in Treasury Regulation §1.409A-3(i)(5), and as relates to the holder of such Award, to the extent required to comply with Section 409A.

"Code" means the Internal Revenue Code of 1986, as amended.

"Committee" means the Board, except that it shall mean such committee of the Board as may be appointed by the Board to administer the Plan, or as necessary to comply with applicable legal requirements or listing standards.

"Consultant" means an individual who renders consulting services to the Company, the Partnership or any of their Affiliates.

"DER" means a distribution equivalent right, representing a contingent right to receive an amount in cash, Units, Restricted Units and/or Phantom Units equal in value to the distributions made by the Partnership with respect to a Unit during the period such Award is outstanding.

"Director" means a member of the board of directors or board of managers, as the case may be, of the Company, the Partnership or any of their Affiliates who is not an Employee or a Consultant (other than in that individual's capacity as a Director).

"Disability" means, unless otherwise set forth in an Award Agreement or other written agreement between the Company, the Partnership or one of their Affiliates and the applicable Participant, as determined by the Committee in its discretion exercised in good faith, a physical or mental condition of a Participant that would entitle him or her to payment of disability income payments under the Company's, the Partnership's or one of their Affiliates' long-term disability insurance policy or plan, as applicable, for employees as then in effect; or in the event that a Participant is not covered, for whatever reason, under any such long-term disability insurance policy or plan for employees of the Company, the Partnership or one of their Affiliates or the Company, the Partnership or one of their Affiliates does not maintain such a long-term disability insurance policy, "Disability" means a total and permanent disability within the meaning of Section 22(e)(3) of the Code; *provided, however,* that if a Disability constitutes a payment event with respect to any Award which provides for the deferral of compensation required to comply with Section 409A or such compensation otherwise would be subject to the tax under Section 409A if such Disability did not comply with Section 409A, then, to the extent required to comply with Section 409A, the Participant must also be considered "disabled" within the meaning of Section 409A. If applicable, a determination of Disability may be made by a physician selected or approved by the Committee and, in this respect, Participants shall submit to an examination by such physician upon request by the Committee.

"Employee" means an employee of the Company, the Partnership or any of their Affiliates.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Fair Market Value" means the fair market value of the Units determined by such methods or procedures as shall be established from time to time by the Committee and, to the extent applicable, in compliance with the requirements of Section 409A. Unless otherwise determined by the Committee, the Fair Market Value of the Units as of any given date shall be the closing sales price of the Units on such date during normal trading hours on the New York Stock Exchange or, if not listed on such exchange, on any other national securities exchange on which the Units are listed or on an inter-dealer quotation system, in any case, as reported in such

source as the Committee shall select; *provided* that if there are no reported sales on a given date but there were sales within a reasonable period both before and after such date, the Fair Market Value is the weighted average of the closing prices on the nearest date before and the nearest date after such date on which there were sales. The average is to be weighted inversely by the respective number of trading days between the selling dates and the valuation date.

"Hess" means Hess Corporation, a Delaware corporation, or its successors.

"Hess Corporation Change of Control" means a "Change of Control" as defined in the Hess Corporation 2008 Long-Term Incentive Plan, as amended, as such definition would apply to future awards granted under that plan.

"Option" means an option to purchase Units granted pursuant to Section 6(a) of the Plan.

"Other Unit-Based Award" means an award granted pursuant to Section 6(f) of the Plan.

"Participant" means an Employee, Consultant or Director who has been granted and holds an outstanding Award under the Plan and any authorized transferee of such individual.

"Partnership Agreement" means the Agreement of Limited Partnership of the Partnership, as it may be amended or amended and restated from time to time.

"Person" shall have the meaning ascribed to such term in Section 3(a)(9) of the Exchange Act and used in Sections 13(d) and 14(d) thereof, including a "group" as defined in Section 13(d) thereof.

"Phantom Unit" means a notional interest granted under the Plan that, to the extent vested, entitles the Participant to receive a Unit or an amount of cash equal to the Fair Market Value of a Unit, as determined by the Committee in its discretion.

"Profits Interest Unit" means, to the extent authorized by the Partnership Agreement, an interest in the Partnership that is intended to constitute a "profits interest" within the meaning of the Code, Treasury Regulations promulgated thereunder, and any published guidance by the Internal Revenue Service with respect thereto.

"Restricted Period" means the period established by the Committee with respect to an Award during which the Award remains subject to forfeiture and is either not exercisable by or payable to the Participant, as the case may be.

"Restricted Unit" means a Unit granted pursuant to Section 6(b) of the Plan that is subject to a Restricted Period.

"Securities Act" means the Securities Act of 1933, as amended.

"SEC" means the Securities and Exchange Commission, or any successor thereto.

"Section 409A" means Section 409A of the Code and the Treasury Regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be amended or issued after the Effective Date (as defined in Section 9 below).

"Service" means service as an Employee, Consultant or Director. The Committee, in its sole discretion, shall determine the effect of all matters and questions relating to terminations of Service, including, without limitation, the questions of whether and when a termination of Service occurred and/or resulted from a discharge for Cause, and all questions of whether particular changes in status or leaves of absence constitute a termination of Service. The Committee, in its sole discretion, subject to the terms of any applicable Award Agreement, may determine that a termination of Service has not occurred in the event of (a) a termination where there is simultaneous commencement by the Participant of a relationship with the Partnership, the Company or any of their Affiliates as an Employee, Director or Consultant or (b) a termination which results in a temporary severance of the service relationship.

"Substitute Award" means an award granted pursuant to Section 6(g) of the Plan.

"Unit" means a Common Unit of the Partnership.

"Unit Appreciation Right" or "UAR" means a contingent right that entitles the holder to receive the excess of the Fair Market Value of a Unit on the exercise date of the UAR over the exercise price of the UAR.

"Unit Award" means an award granted pursuant to Section 6(d) of the Plan.

SECTION 3. Administration.

(a) The Plan shall be administered by the Committee, subject to subsection (b) below; *provided, however,* that in the event that the Board is not also serving as the Committee, the Board, in its sole discretion, may at any time and from time to time exercise any and all rights and duties of the Committee under the Plan. The governance of the Committee shall be subject to the charter, if any, of the Committee as approved by the Board and amended from time to time. Subject to the terms of the Plan and applicable law, and in addition to other express powers and authorizations conferred on the Committee by the Plan, the Committee shall have full power and authority to: (i) designate Participants; (ii) determine the type or types of Awards to be granted to a Participant; (iii) determine the number of Units to be covered by Awards; (iv) determine the terms and conditions of any Award; (v) determine whether, to what extent, and under what circumstances Awards may be settled, exercised, canceled, or forfeited; (vi) interpret and administer the Plan and any instrument or agreement relating to an Award made under the Plan; (vii) establish, amend, suspend, or waive such rules and regulations and appoint such agents as it shall deem appropriate for the proper administration of the Plan; and (viii) make any other determination and take any other action that the Committee deems necessary or desirable for the administration of the Plan. The Committee may correct any defect or supply any omission or reconcile any inconsistency in the Plan or an Award Agreement in such manner and to such extent as the Committee deems necessary or appropriate. Unless otherwise expressly

provided in the Plan, all designations, determinations, interpretations, and other decisions under or with respect to the Plan or any Award shall be within the sole discretion of the Committee, may be made at any time and shall be final, conclusive, and binding upon all Persons, including the Company, the Partnership, any of their Affiliates, any Participant and any beneficiary of any Participant.

(b) To the extent permitted by applicable law and the rules of any securities exchange on which the Units are listed, quoted or traded, the Board or Committee may from time to time delegate to a committee of one or more members of the Board or one or more officers of the Company the authority to grant or amend Awards or to take other administrative actions pursuant to Section 3(a); *provided, however,* that in no event shall an officer of the Company be delegated the authority to grant awards to, or amend awards held by, the following individuals: (i) individuals who are subject to Section 16 of the Exchange Act, or (ii) officers of the Company (or Directors) to whom authority to grant or amend Awards has been delegated hereunder; *provided, further,* that any delegation of administrative authority shall only be permitted to the extent that it is permissible under applicable provisions of the Code and applicable securities laws and the rules of any securities exchange on which the Units are listed, quoted or traded. Any delegation hereunder shall be subject to such restrictions and limitations as the Board or Committee, as applicable, specifies at the time of such delegation, and the Board or Committee, as applicable, may at any time rescind the authority so delegated or appoint a new delegatee. At all times, the delegatee appointed under this Section 3(b) shall serve in such capacity at the pleasure of the Board and the Committee.

SECTION 4. Units.

(a) Limits on Units Deliverable. Subject to adjustment as provided in Section 4(c), the number of Units that may be delivered with respect to Awards under the Plan is 3,000,000. If any Award is forfeited, cancelled, exercised, paid, or otherwise terminates or expires without the actual delivery of Units pursuant to such Award (for the avoidance of doubt, the grant of Restricted Units is not a delivery of Units for this purpose unless and until such Restricted Units vest and any restrictions placed upon them under the Plan lapse, provided, however, that Restricted Units granted under the Plan that are forfeited by the recipient thereof after the 10th anniversary of the effective date of the Plan shall not be added back to the number of Units that may be delivered under the Plan), the Units subject to such Award that are not actually delivered pursuant to such Award shall again be available for Awards under the Plan. To the extent permitted by applicable law and securities exchange rules, Substitute Awards and Units issued in assumption of, or in substitution for, any outstanding awards of any entity (including an existing Affiliate of the Partnership) that is (or whose securities are) acquired in any form by the Partnership or any Affiliate thereof shall not be counted against the Units available for issuance pursuant to the Plan. There shall not be any limitation on the number of Awards that may be paid in cash.

(b) Sources of Units Deliverable Under Awards. Any Units delivered pursuant to an Award shall consist, in whole or in part, of Units acquired in the open market, from the Partnership, any Affiliate thereof or any other Person, or Units otherwise issuable by the Partnership, or any combination of the foregoing, as determined by the Committee in its discretion with the Partnership being responsible for any costs associated with the Units, unless otherwise determined by the Committee.

(c) Anti-dilution Adjustments.

(i) Equity Restructuring. With respect to any "equity restructuring" event (within the meaning of ASC Topic 718) that could result in an additional compensation expense to the Company or the Partnership or any of their Affiliates pursuant to the provisions of ASC Topic 718 if adjustments to Awards with respect to such event were discretionary, the Committee shall equitably adjust the number and type of Units covered by each outstanding Award and the terms and conditions, including the exercise price and performance criteria (if any), of such Award to equitably reflect such event and shall adjust the number and type of Units (or other securities or property) with respect to which Awards may be granted under the Plan after such event. With respect to any other similar event that would not result in an ASC Topic 718 accounting charge if the adjustment to Awards with respect to such event were subject to discretionary action, the Committee shall have complete discretion to adjust Awards and the number and type of Units (or other securities or property) with respect to which Awards may be granted under the Plan in such manner as it deems appropriate with respect to such other event.

(ii) Other Changes in Capitalization. In the event of any non-cash distribution, Unit split, combination or exchange of Units, merger, consolidation or distribution (other than normal cash distributions) of Partnership assets to unitholders, or any other change affecting the Units of the Partnership, other than an "equity restructuring," the Committee may make equitable adjustments, if any, to reflect such change with respect to (A) the aggregate number and kind of Units that may be issued under the Plan; (B) the number and kind of Units (or other securities or property) subject to outstanding Awards; (C) the terms and conditions of any outstanding Awards (including, without limitation, any applicable performance targets or criteria with respect thereto); and (D) the grant or exercise price per Unit for any outstanding Awards under the Plan.

SECTION 5. Eligibility.

Any Employee, Consultant or Director shall be eligible to be designated a Participant and receive an Award under the Plan.

SECTION 6. Awards.

(a) Options and UARs. The Committee shall have the authority to determine the Employees, Consultants and Directors to whom Options and/or UARs shall be granted, the number of Units to be covered by each Option or UAR, the exercise price therefor, the Restricted Period and other conditions and limitations applicable to the exercise of the Option or UAR, including the following terms and conditions and such additional terms and conditions, as the Committee shall determine, that are not inconsistent with the provisions of the Plan. Options which are intended to comply with Treasury Regulation Section 1.409A-1(b)(5)(i)(A) and UARs which are intended to comply with Treasury Regulation Section 1.409A-1(b)(5)(i)(B) or, in each case, any successor regulation, may be granted only if the requirements of Treasury Regulation

Section 1.409A-1(b)(5)(iii), or any successor regulation, are satisfied. Options and UARs that are otherwise exempt from or compliant with Section 409A may be granted to any eligible Employee, Consultant or Director.

(i) Exercise Price. The exercise price per Unit purchasable under an Option or subject to a UAR shall be determined by the Committee at the time the Option or UAR is granted but, except with respect to a Substitute Award, may not be less than the Fair Market Value of a Unit as of the date of grant of the Option or UAR.

(ii) Time and Method of Exercise. The Committee shall determine the exercise terms and any applicable Restricted Period with respect to an Option or UAR, which may include, without limitation, provisions for accelerated vesting upon the achievement of specified performance goals and/or other events, and the method or methods by which payment of the exercise price with respect to an Option or UAR may be made or deemed to have been made, which may include, without limitation, cash, check acceptable to the Company, withholding Units having a Fair Market Value on the exercise date equal to the relevant exercise price from the Award, a "cashless" exercise through procedures approved by the Company, or any combination of the foregoing methods.

(iii) Exercise of Options and UARs on Termination of Service. Each Option and UAR Award Agreement shall set forth the extent to which the Participant shall have the right to exercise the Option or UAR following a termination of the Participant's Service. Unless otherwise determined by the Committee, if the Participant's Service is terminated for Cause, the Participant's right to exercise the Option or UAR shall terminate as of the start of business on the effective date of the Participant's termination. Unless otherwise determined by the Committee, to the extent the Option or UAR is not vested and exercisable as of the termination of Service, the Option or UAR shall terminate when the Participant's Service terminates.

(iv) Term of Options and UARs. The term of each Option and UAR shall be stated in the Award Agreement, *provided*, that the term shall be no more than ten (10) years from the date of grant thereof.

(b) Restricted Units and Phantom Units. The Committee shall have the authority to determine the Employees, Consultants and Directors to whom Restricted Units and/or Phantom Units shall be granted, the number of Restricted Units or Phantom Units to be granted to each such Participant, the applicable Restricted Period, the conditions under which the Restricted Units or Phantom Units may become vested or forfeited and such other terms and conditions, including, without limitation, restrictions on transferability, as the Committee may establish with respect to such Awards.

(i) Payment of Phantom Units. The Committee shall specify, or permit the Participant to elect in accordance with the requirements of Section 409A, the conditions and dates or events upon which the cash or Units underlying an award of Phantom Units shall be issued, which dates or events shall not be earlier than the date on which the Phantom Units vest and become nonforfeitable and which conditions and dates or events shall be intended to be compliant with Section 409A (unless the Phantom Units are exempt therefrom).

(ii) Vesting of Restricted Units. Upon or as soon as reasonably practicable following the vesting of each Restricted Unit, subject to satisfying the tax withholding obligations of Section 8(b), the Participant shall be entitled to have the restrictions removed from his or her Unit certificate (or book-entry account, as applicable) so that the Participant then holds an unrestricted Unit.

(c) DERs. The Committee shall have the authority to determine the Employees, Consultants and/or Directors to whom DERs are granted, whether such DERs are tandem or separate Awards, whether the DERs shall be paid directly to the Participant, be credited to a bookkeeping account (with or without interest in the discretion of the Committee), any vesting restrictions and payment provisions applicable to the DERs, and such other provisions or restrictions as determined by the Committee in its discretion, all of which shall be specified in the applicable Award Agreements. Distributions in respect of DERs shall be credited as of the distribution dates during the period between the date an Award is granted to a Participant and the date such Award vests, is exercised, is distributed or expires, as determined by the Committee. Such DERs shall be converted to cash, Units, Restricted Units and/or Phantom Units by such formula and at such time and subject to such limitations as may be determined by the Committee. Tandem DERs may be subject to the same or different vesting restrictions as the tandem Award, or be subject to such other provisions or restrictions as determined by the Committee in its discretion. Notwithstanding the foregoing, DERs shall only be paid in a manner that is intended to be either exempt from or in compliance with Section 409A.

(d) Unit Awards. Awards of Units may be granted under the Plan (i) to such Employees, Consultants and/or Directors and in such amounts as the Committee, in its discretion, may select, and (ii) subject to such other terms and conditions, including, without limitation, restrictions on transferability, as the Committee may establish with respect to such Awards.

(e) Profits Interest Units. Any Award consisting of Profits Interest Units may be granted to an Employee, Consultant or Director for the performance of services to or for the benefit of the Partnership (i) in the Participant's capacity as a partner of the Partnership, (ii) in anticipation of the Participant becoming a partner of the Partnership, or (iii) as otherwise determined by the Committee. At the time of grant, the Committee shall specify the date or dates on which the Profits Interest Units shall vest and become nonforfeitable, and may specify such conditions to vesting as it deems appropriate. Profits Interest Units shall be subject to such restrictions on transferability and other restrictions as the Committee may impose.

(f) Other Unit-Based Awards. Other Unit-Based Awards may be granted under the Plan to such Employees, Consultants and/or Directors as the Committee, in its discretion, may select. An Other Unit-Based Award shall be an award denominated or payable in, valued in or otherwise based on or related to Units, in whole or in part. The Committee shall determine the terms and conditions of any Other Unit-Based Award. Upon vesting, an Other Unit-Based Award may be paid in cash, Units (including Restricted Units) or any combination thereof as provided in the Award Agreement.

(g) Substitute Awards. Awards may be granted under the Plan in substitution of similar awards held by individuals who are or who become Employees, Consultants or Directors in connection with a merger, consolidation or acquisition by the Partnership or an Affiliate of another entity or the securities or assets of another entity (including in connection with the acquisition by the Partnership or one of its Affiliates of additional securities of an entity that is an existing Affiliate of the Partnership). Such Substitute Awards that are Options or UARs may have exercise prices less than the Fair Market Value of a Unit on the date of the substitution if such substitution complies with Section 409A and other applicable laws and securities exchange rules.

(h) General.

(i) Award Agreements. Each Award shall be evidenced in writing in an Award Agreement that shall reflect any vesting conditions or restrictions imposed by the Committee covering a period of time specified by the Committee and shall also contain such other terms, conditions and limitations as shall be determined by the Committee in its sole discretion. Where signature or electronic acceptance of the Award Agreement by the Participant is required, any such Awards for which the Award Agreement is not signed or electronically accepted shall be forfeited.

(ii) Forfeitures. Except as otherwise provided in the terms of an Award Agreement, upon termination of a Participant's Service for any reason during an applicable Restricted Period, all outstanding, unvested Awards held by such Participant shall be automatically forfeited by the Participant. Notwithstanding the immediately preceding sentence, the Committee may, in its discretion, waive in whole or in part such forfeiture with respect to any such Award.

(iii) Awards May Be Granted Separately or Together. Awards may, in the discretion of the Committee, be granted either alone or in addition to, in tandem with, or in substitution for any other Award granted under the Plan or any award granted under any other plan of the Company or any Affiliate thereof. Awards granted in addition to or in tandem with other Awards or awards granted under any other plan of the Company or any Affiliate thereof may be granted either at the same time as or at a different time from the grant of such other Awards or awards.

(iv) Limits on Transfer of Awards.

(A) Except as provided in paragraph (C) below, each Option and UAR shall be exercisable only by the Participant (or the Participant's legal representative in the case of the Participant's Disability or incapacitation) during the Participant's lifetime, or by the person to whom the Participant's rights shall pass by will or the laws of descent and distribution.

(B) Except as provided in paragraph (C) below, no Award and no right under any such Award may be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by a Participant other than by will or the laws of descent and distribution and any such purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance shall be void and unenforceable against the Company, the Partnership or any Affiliate of either of the foregoing.

(C) The Committee may provide in an Award Agreement or in its discretion that an Award may, on such terms and conditions as the Committee may from time to time establish, be transferred by a Participant without consideration to any "family member" of the Participant, as defined in the instructions to use of the Form S-8 Registration Statement under the Securities Act, as applicable, or any other transferee specifically approved by the Committee after taking into account any state, federal, local or foreign tax and securities laws applicable to transferable Awards. In addition, vested Units may be transferred to the extent permitted by the Partnership Agreement and not otherwise prohibited by the Award Agreement or any other agreement or policy restricting the transfer of such Units.

(v) Term of Awards. Subject to Section 6(a)(iv) above, the term of each Award, if any, shall be for such period as may be determined by the Committee.

(vi) Unit Certificates. Unless otherwise determined by the Committee or required by any applicable law, rule or regulation, neither the Company nor the Partnership shall deliver to any Participant certificates evidencing Units issued in connection with any Award and instead such Units shall be recorded in the books of the Partnership (or, as applicable, its transfer agent or equity plan administrator). All certificates for Units or other securities of the Partnership delivered under the Plan and all Units issued pursuant to book entry procedures pursuant to any Award or the exercise thereof shall be subject to such stop-transfer orders and other restrictions as the Committee may deem advisable under the Plan or the rules, regulations, and/or other requirements of the SEC, any securities exchange upon which such Units or other securities are then listed, and any applicable federal or state laws, and the Committee may cause a legend or legends to be inscribed on any such certificates or book entry to make appropriate reference to such restrictions.

(vii) Consideration for Grants. To the extent permitted by applicable law, Awards may be granted for such consideration, including services, as the Committee shall determine.

(viii) Delivery of Units or other Securities and Payment by Participant of Consideration. Notwithstanding anything in the Plan or any Award Agreement to the contrary, the Company shall not be required to issue or deliver any certificates or make any book entries evidencing Units pursuant to the exercise or vesting of any Award, unless and until the Board or the Committee has determined, with advice of counsel, that the issuance of such Units is in compliance with all applicable laws, regulations of

governmental authorities and, if applicable, the requirements of any securities exchange on which the Units are listed or traded, and the Units are covered by an effective registration statement or applicable exemption from registration. In addition to the terms and conditions provided herein, the Board or the Committee may require that a Participant make such reasonable covenants, agreements, and representations as the Board or the Committee, in its discretion, deems advisable in order to comply with any such laws, regulations, or requirements. Without limiting the generality of the foregoing, the delivery of Units pursuant to the exercise or vesting of an Award may be deferred for any period during which, in the good faith determination of the Committee, the Company is not reasonably able to obtain or deliver Units pursuant to such Award without violating applicable law or the applicable rules or regulations of any governmental agency or authority or securities exchange. No Units or other securities shall be delivered pursuant to any Award until payment in full of any amount required to be paid pursuant to the Plan or the applicable Award Agreement (including, without limitation, any exercise price or tax withholding) is received by the Company.

SECTION 7. Amendment and Termination; Certain Transactions.

Except to the extent prohibited by applicable law:

(a) Amendments to the Plan. Except as required by applicable law or the rules of the principal securities exchange, if any, on which the Units are traded and subject to Section 7(b) below, the Board or the Committee may amend, alter, suspend, discontinue, or terminate the Plan in any manner at any time for any reason or for no reason without the consent of any partner, Participant, other holder or beneficiary of an Award, or any other Person. The Board shall obtain securityholder approval of any Plan amendment to the extent necessary to comply with applicable law or securities exchange listing standards or rules.

(b) Amendments to Awards. Subject to Section 7(a) above, the Committee may waive any conditions or rights under, amend any terms of, or alter any Award theretofore granted, provided that no change, other than pursuant to Section 7(c) below, in any Award shall materially reduce the rights or benefits of a Participant with respect to an Award without the consent of such Participant.

(c) Actions Upon the Occurrence of Certain Events. Upon the occurrence of a Change in Control, any transaction or event described in Section 4(c) above, any change in applicable laws or regulations affecting the Plan or Awards hereunder, or any change in accounting principles affecting the financial statements of the Company or the Partnership, the Committee, in its sole discretion, without the consent of any Participant or holder of an Award, and on such terms and conditions as it deems appropriate, which need not be uniform with respect to all Participants or all Awards, may take any one or more of the following actions:

(i) provide for either (A) the termination of any Award in exchange for a payment in an amount, if any, equal to the amount that would have been attained upon the exercise of such Award or realization of the Participant's rights under such Award (and, for the avoidance of doubt, if as of the date of the occurrence of such transaction or

event, the Committee determines in good faith that no amount would have been payable upon the exercise of such Award or realization of the Participant's rights, then such Award may be terminated by the Company without payment) or (B) the replacement of such Award with other rights or property selected by the Committee in its sole discretion having an aggregate value not exceeding the amount that could have been attained upon the exercise of such Award or realization of the Participant's rights had such Award been currently exercisable or payable or fully vested;

(ii) provide that such Award be assumed by the successor or survivor entity, or a parent or subsidiary thereof, or be exchanged for similar options, rights or awards covering the equity of the successor or survivor, or a parent or subsidiary thereof, with appropriate adjustments as to the number and kind of equity interests and prices;

(iii) make adjustments in the number and type of Units (or other securities or property) subject to outstanding Awards, the number and kind of outstanding Awards, the terms and conditions of (including the exercise price), and/or the vesting and performance criteria included in, outstanding Awards;

(iv) provide that such Award shall vest or become exercisable or payable, notwithstanding anything to the contrary in the Plan or the applicable Award Agreement; and

(v) provide that the Award cannot be exercised or become payable after such event and shall terminate upon such event.

Notwithstanding the foregoing, (i) with respect to an above event that constitutes an "equity restructuring" that would be subject to a compensation expense pursuant to ASC Topic 718, the provisions in Section 4(c) above shall control to the extent they are in conflict with the discretionary provisions of this Section 7, *provided, however*, that nothing in this Section 7(c) or Section 4(c) above shall be construed as providing any Participant or any beneficiary of an Award any rights with respect to the "time value," "economic opportunity" or "intrinsic value" of an Award or limiting in any manner the Committee's actions that may be taken with respect to an Award as set forth in this Section 7 or in Section 4(c) above; and (ii) no action shall be taken under this Section 7 which shall cause an Award to result in taxation under Section 409A, to the extent applicable to such Award.

SECTION 8. General Provisions.

(a) No Rights to Award. No Person shall have any claim to be granted any Award under the Plan, and there is no obligation for uniformity of treatment of Participants, including the treatment upon termination of Service or pursuant to Section 7(c). The terms and conditions of Awards need not be the same with respect to each recipient.

(b) Tax Withholding. Unless other arrangements have been made that are acceptable to the Company in its sole discretion, the Company or any Affiliate thereof is authorized to deduct or withhold, or cause to be deducted or withheld, (i) from any Award, (ii) from any

payment due or transfer made under any Award or (iii) from any compensation or other amount owing to a Participant the amount of any applicable taxes required to be withheld by the Company or any Affiliate in respect of an Award, including taxes required to be withheld in connection with its grant, its exercise, the lapse of restrictions thereon or any payment or transfer thereunder or under the Plan, and to take such other action as may be necessary in the opinion of the Company to satisfy its withholding obligations for the payment of such taxes. The Company or any Affiliate may withhold cash or Units, including Units that would otherwise be issued pursuant to such Award or other property. In the event that Units that would otherwise be issued pursuant to an Award are used to satisfy such withholding obligations, the number of Units so withheld or surrendered shall be limited to the number of Units that have a Fair Market Value on the date of withholding equal to the aggregate amount of the Company's or any Affiliate's withholding obligation based on the minimum applicable statutory withholding rates for federal, state, local and foreign income tax and payroll tax purposes.

(c) No Right to Employment or Services. The grant of an Award shall not be construed as giving a Participant the right to be retained in the employ of the Company, the Partnership or any of their Affiliates, or to continue to serve as a Consultant or a Director, as applicable. Furthermore, the Company, the Partnership and/or an Affiliate thereof may at any time dismiss a Participant from employment or consulting free from any liability or any claim under the Plan, unless otherwise expressly provided in the Plan, any Award Agreement or other written agreement between any such entity and the Participant.

(d) No Rights as Unitholder. Except as otherwise provided herein, a Participant shall have none of the rights of a unitholder with respect to Units covered by any Award unless and until the Participant becomes the record owner of such Units.

(e) Section 409A. To the extent that the Committee determines that any Award granted under the Plan is subject to Section 409A, the Award Agreement evidencing such Award shall be drafted with the intention to include the terms and conditions required by Section 409A. To the extent applicable, the Plan and Award Agreements shall be interpreted in accordance with Section 409A. Notwithstanding any provision of the Plan to the contrary, in the event that following the Effective Date (as defined in Section 9 below), the Committee determines that any Award may be subject to Section 409A, the Committee may adopt such amendments to the Plan and the applicable Award Agreement, adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), and/or take any other actions that the Committee determines are necessary or appropriate to attempt to preserve the intended tax treatment of the Award, including without limitation, actions intended to (i) exempt the Award from Section 409A, or (ii) comply with the requirements of Section 409A; *provided, however,* that nothing herein shall create any obligation on the part of the Committee, the Partnership, the Company or any of their Affiliates to adopt any such amendment, policy or procedure or take any such other action, nor shall the Committee, the Partnership, the Company or any of their Affiliates have any liability for failing to do so. If any termination of Service constitutes a payment event with respect to any Award which provides for the deferral of compensation and is subject to Section 409A, such termination of Service must also constitute a "separation from service" within the meaning of Section 409A. Notwithstanding any provision in the Plan to the contrary, the time of payment with respect to any Award that is subject to Section 409A shall not

be accelerated, except as permitted under Treasury Regulation Section 1.409A-3(j)(4). Notwithstanding any provision of this Plan to the contrary, if a Participant is a "specified employee" within the meaning of Section 409A as of the date of such Participant's termination of Service and the Company determines that immediate payment of any amounts or benefits under this Plan would cause a violation of Section 409A, then any amounts or benefits which are payable under this Plan upon the Participant's "separation from service" within the meaning of Section 409A that: (i) are subject to the provisions of Section 409A; (ii) are not otherwise exempt under Section 409A; and (iii) would otherwise be payable during the first six-month period following such separation from service, shall be paid, without interest, on the first business day following the earlier of: (1) the date that is six months and one day following the date of termination; or (2) the date of the Participant's death. Each payment or amount due to a Participant under this Plan shall be considered a separate payment, and a Participant's entitlement to a series of payments under this Plan is to be treated as an entitlement to a series of separate payments.

(f) Lock-Up Agreement. Each Participant shall agree, if so requested by the Company or the Partnership and any underwriter in connection with any public offering of securities of the Partnership or any Affiliate, not to directly or indirectly offer, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant for the sale of or otherwise dispose of or transfer any Units held by it for such period, not to exceed one hundred eighty (180) days following the effective date of the relevant registration statement filed under the Securities Act in connection with such public offering, as such underwriter shall specify reasonably and in good faith. The Company or the Partnership may impose stop-transfer instructions with respect to securities subject to the foregoing restrictions until the end of such 180-day period. Notwithstanding the foregoing, the 180-day period may be extended for up to such number of additional days as is deemed necessary by such underwriter or the Company or Partnership to continue coverage by research analysts in accordance with FINRA Rule 2711 or any successor rule.

(g) Compliance with Laws. The Plan, the granting and vesting of Awards under the Plan and the issuance and delivery of Units and the payment of money under the Plan or under Awards granted or awarded hereunder are subject to compliance with all applicable federal, state, local and foreign laws, rules and regulations (including but not limited to state, federal and foreign securities law and margin requirements), the rules of any securities exchange or automated quotation system on which the Units are listed, quoted or traded, and to such approvals by any listing, regulatory or governmental authority as may, in the opinion of counsel for the Company or the Partnership, be necessary or advisable in connection therewith. Any securities delivered under the Plan shall be subject to such restrictions, and the Person acquiring such securities shall, if requested by the Company or the Partnership, provide such assurances and representations to the Company or the Partnership as the Company or the Partnership may deem necessary or desirable to assure compliance with all applicable legal requirements. To the extent permitted by applicable law, the Plan and Awards granted or awarded hereunder shall be deemed amended to the extent necessary to conform to such laws, rules and regulations. In the event an Award is granted to or held by a Participant who is employed or providing services outside the United States, the Committee may, in its sole discretion, modify the provisions of the Plan or of such Award as they pertain to such Participant to comply with applicable foreign law

or to recognize differences in local law, currency or tax policy. The Committee may also impose conditions on the grant, issuance, exercise, vesting, settlement or retention of Awards in order to comply with such foreign law and/or to minimize the Company's or the Partnership's obligations with respect to tax equalization for Participants employed outside their home country.

(h) Governing Law. The validity, construction, and effect of the Plan and any rules and regulations relating to the Plan shall be determined in accordance with the laws of the State of Delaware without regard to its conflicts of laws principles.

(i) Severability. If any provision of the Plan or any Award is or becomes, or is deemed to be, invalid, illegal, or unenforceable in any jurisdiction or as to any Person or Award, or would disqualify the Plan or any Award under any law deemed applicable by the Committee, such provision shall be construed or deemed amended to conform to the applicable law or, if it cannot be construed or deemed amended without, in the determination of the Committee, materially altering the intent of the Plan or the Award, such provision shall be stricken as to such jurisdiction, Person or Award and the remainder of the Plan and any such Award shall remain in full force and effect.

(j) Other Laws. The Committee may refuse to issue or transfer any Units or other consideration under an Award if, in its sole discretion, it determines that the issuance or transfer of such Units or such other consideration might violate any applicable law or regulation, the rules of the principal securities exchange on which the Units are then traded, or entitle the Partnership or an Affiliate to recover the same under Section 16(b) of the Exchange Act, and any payment tendered to the Company by a Participant, other holder or beneficiary in connection with the exercise of such Award shall be promptly refunded to the relevant Participant, holder or beneficiary.

(k) No Trust or Fund Created. Neither the Plan nor any Award shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company, the Partnership or any of their Affiliates, on the one hand, and a Participant or any other Person, on the other hand. To the extent that any Person acquires a right to receive payments pursuant to an Award, such right shall be no greater than the right of any general unsecured creditor of the Company or any participating Affiliate of the Company.

(l) No Fractional Units. No fractional Units shall be issued or delivered pursuant to the Plan or any Award, and the Committee shall determine whether cash, other securities, or other property shall be paid or transferred in lieu of any fractional Units or whether such fractional Units or any rights thereto shall be canceled, terminated, or otherwise eliminated.

(m) Headings. Headings are given to the Sections and subsections of the Plan solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of the Plan or any provision hereof.

(n) No Guarantee of Tax Consequences. None of the Board, the Committee, the Company or the Partnership provides or has provided any tax advice to any Participant or any other Person or makes or has made any assurance, commitment or guarantee that any federal,

state, local or other tax treatment will (or will not) apply or be available to any Participant or other Person and assumes no liability with respect to any tax or associated liabilities to which any Participant or other Person may be subject.

(o) Clawback. To the extent required by applicable law or any applicable securities exchange listing standards, or as otherwise determined by the Committee, Awards and amounts paid or payable pursuant to or with respect to Awards shall be subject to the provisions of any clawback policy implemented by the Company, the Partnership or any of their Affiliates, which clawback policy may provide for forfeiture, repurchase and/or recoupment of Awards and amounts paid or payable pursuant to or with respect to Awards. Notwithstanding any provision of this Plan or any Award Agreement to the contrary, the Company, the Partnership and their Affiliates reserve the right, without the consent of any Participant, to adopt any such clawback policies and procedures, including such policies and procedures applicable to this Plan or any Award Agreement with retroactive effect.

(p) Unit Retention Policy. The Committee may provide in its sole and absolute discretion, subject to applicable law, that any Units received by a Participant in connection with an Award granted hereunder shall be subject to a unit ownership, unit retention or other policy restricting the sale or transfer of units, as the Committee may determine to adopt, amend or terminate in its sole discretion from time to time.

(q) Limitation of Liability. No member of the Board or the Committee or Employee to whom the Board or the Committee has delegated authority in accordance with the provisions of Section 3 of this Plan shall be liable for anything done or omitted to be done by him or her by any member of the Board or the Committee or by any Employee in connection with the performance of any duties under this Plan, except for his or her own willful misconduct or as expressly provided by statute.

(r) Facility Payment. Any amounts payable hereunder to any Person under legal disability or who, in the judgment of the Committee, is unable to manage properly his or her financial affairs, may be paid to the legal representative of such Person, or may be applied for the benefit of such Person in any manner that the Committee may select, and the Partnership, the Company and all of their Affiliates shall be relieved of any further liability for payment of such amounts.

SECTION 9. Term of the Plan.

The Plan shall be effective on the date on which the Plan is adopted by the Board (the "Effective Date") and shall continue until the date terminated by the Board. However, any Award granted prior to such termination, and the authority of the Board or the Committee to amend, alter, adjust, suspend, discontinue, or terminate any such Award or to waive any conditions or rights under such Award, shall extend beyond such termination date. The Plan shall, within twelve (12) months after the date of the Board's initial adoption of the Plan, be submitted for approval by a majority of the outstanding Units of the Partnership entitled to vote.

Exhibit 10.5

Execution Version

SECOND AMENDED AND RESTATED

AGREEMENT OF LIMITED PARTNERSHIP

of

HESS TGP OPERATIONS LP

Dated as of

April 10, 2017

TABLE OF CONTENTS

Second Amended and Restated

Agreement of Limited Partnership

of

Hess TGP Operations LP

This Second Amended and Restated Agreement of Limited Partnership of Hess TGP Operations LP, a Delaware limited partnership (the "***Partnership***"), effective as of April 10, 2017 (the "***Effective Date***"), is entered into by and between Hess TGP GP LLC, a Delaware limited liability company ("***Hess TGP GP***"), as the General Partner, and Hess Infrastructure Partners LP, a Delaware limited partnership ("***HIP***"), as the Limited Partner.

WHEREAS, the Partnership was previously formed as a limited partnership and was governed by the Agreement of Limited Partnership of the Partnership, dated as of November 3, 2014 (the "***Original Agreement***");

WHEREAS, the Original Agreement was amended and restated by that certain Amended and Restated Agreement of Limited Partnership of the Partnership dated as of September 16, 2015 (the "***Current Agreement***"); and

WHEREAS, the General Partner and the Limited Partner desire to amend and restate the Current Agreement in its entirety pursuant to the terms hereof.

NOW THEREFORE, in consideration of the covenants, conditions and agreements contained herein, the parties hereto hereby amend and restate the Current Agreement in its entirety and agree as follows:

ARTICLE I
DEFINITIONS AND CONSTRUCTION

Section 1.1 Definitions. The following terms have the following meanings when used in this Agreement.

"***Act***" means the Delaware Revised Uniform Limited Partnership Act, 6 Del. C. § 17-101 *et seq.*, as amended, supplemented or restated from time to time, and any successor to such statute.

"***Adjusted Capital Account***" means, with respect to any Partner, the balance in such Partner's Capital Account as of the end of the relevant Allocation Year, after giving effect to the following adjustments:

(i) credit to such Capital Account any amounts which such Partner is deemed obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

(ii) debit to such Capital Account the items described in Regulations Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) and 1.704-1(b)(2)(ii)(d)(6).

The foregoing definition of Adjusted Capital Account is intended to comply with the provisions of Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

"***Adjusted Capital Account Deficit***" means, with respect to any Partner, the deficit balance, if any, in such Partner's Adjusted Capital Account as of the end of the relevant Allocation Year.

"***Affiliate***" means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with, the Person in question. As used herein, the term "***control***" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

"***Agreement***" means this Second Amended and Restated Agreement of Limited Partnership of Hess TGP Operations LP, as amended from time to time.

"***Allocation Year***" means (a) each calendar year ending on December 31 or (b) any portion thereof for which the Partnership is required to allocate Profits, Losses and other items of Partnership income, gain, loss or deduction pursuant to Article V.

"***Applicable Law***" means any applicable statute, law, regulation, ordinance, rule, judgment, rule of law, order, decree, permit, approval, concession, grant, franchise, license, agreement, requirement or other governmental restriction or any similar form of decision of, or any provision or condition of any permit, license or other operating authorization issued under any of the foregoing by or any determination by any Governmental Authority having or asserting jurisdiction over the matter or matters in question, whether now or hereafter in effect and in each case as amended (including all of the terms and provisions of the common law of such Governmental Authority), as interpreted and enforced at the time in question.

"***Calculation Agent***" means Hess Infrastructure Partners LP or any other successor appointed by the Partnership, acting as calculation agent.

"***Capital Account***" means, with respect to any Partner, the Capital Account established and maintained for such Partner in accordance with the following provisions:

(i) to each Partner's Capital Account there shall be credited (A) such Partner's Capital Contributions, (B) such Partner's distributive share of Profits and any

items in the nature of income or gain that are specially allocated to such Partner pursuant to Section 5.3 or Section 5.4 and (C) the amount of any Liabilities of the Partnership assumed by such Partner or that are secured by any Property distributed to such Partner;

(ii) to each Partner's Capital Account there shall be debited (A) the amount of cash and the Gross Asset Value of any Partnership Property distributed to such Partner pursuant to any provision of this Agreement, (B) such Partner's distributive share of Losses and any items in the nature of deduction, expense or loss which are specially allocated to such Partner pursuant to Section 5.3 or Section 5.4 and (C) the amount of any Liabilities of such Partner assumed by the Partnership or that are secured by any Property contributed by such Partner to the Partnership;

(iii) in the event a Partnership Interest is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred interest; and

(iv) in determining the amount of any Liability for purposes of subparagraphs (i) and (ii) above there shall be taken into account Code Section 752(c) and any other applicable provisions of the Code and Regulations.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Regulations. In the event the Tax Matters Partner shall determine in good faith and on a commercially reasonable basis that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto, are computed in order to comply with such Regulations, the Tax Matters Partner may make such modification, provided that the Tax Matters Partner promptly gives each other Partner written notice of such modification. The Tax Matters Partner also shall, in good faith and on a commercially reasonable basis, (A) make any adjustments to the Capital Accounts that are necessary or appropriate to maintain equality between the aggregate Capital Accounts of the Partners and the amount of capital reflected on the Partnership's balance sheet, as computed for book purposes, in accordance with Regulations Section 1.704-1(b)(2)(iv)(q) and (B) make any appropriate modifications to the Capital Accounts in the event unanticipated events might otherwise cause this Agreement not to comply with Regulations Section 1.704-1(b).

"***Capital Contributions***" means, with respect to any Partner, the amount of cash, cash equivalents or the initial Gross Asset Value of any Property (other than cash) contributed or deemed contributed to the Partnership by such Partner.

"***Capital Lease***" means any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as a capital lease on a consolidated balance sheet of the Partnership and its subsidiaries in accordance with GAAP.

"***Capital Request***" has the meaning set forth in Section 4.2(b)(v).

"***Certificate***" means the certificate of limited partnership of the Partnership filed with the Secretary of State of the State of Delaware in accordance with the Act, as amended from time to time.

"***Code***" means the Internal Revenue Code of 1986, as amended and in effect from time to time. Any reference herein to a specific section or sections of the Code shall be deemed to include a reference to any corresponding provision of any successor law.

"***Completion Funding Obligation***" means the obligation of HIP to fund certain Uncompleted Projects (as defined in the Contribution Agreement) as set forth in Article V of the Contribution Agreement.

"***Contribution Agreement***" means that certain Contribution, Conveyance and Assumption Agreement, dated as of the Effective Date, by and among Hess Midstream Partners, the General Partner, the Partnership and the other parties thereto.

"***Covered Person***" means any Partner, any Affiliate of a Partner or any officers, directors, shareholders, members, partners, employees, representatives or agents of a Partner or their respective Affiliates, any Representative, or any employee, officer or agent of the Partnership or its Subsidiaries.

"***Depreciation***" means, for each Allocation Year, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such Allocation Year for federal income tax purposes, except that (i) if the Gross Asset Value of an asset differs from its adjusted tax basis for federal income tax purposes at the beginning of such Allocation Year and such difference is being eliminated by use of the "remedial allocation method" as defined in Regulations Section 1.704-3(d), Depreciation for such Allocation Year shall equal the amount of book basis recovered for such period under the rules prescribed in Regulations Section 1.704-3(d) and (ii) with respect to any other asset whose Gross Asset Value differs from its adjusted tax basis for federal income tax purposes at the beginning of such Allocation Year, Depreciation shall be an amount that bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization or other cost recovery deduction for such Allocation Year bears to such beginning adjusted tax basis; *provided, however,* that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Allocation Year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the General Partner.

"***Designated LIBOR Page***" means the display on Reuters, or any successor service, on page LIBOR01, or any other page as may replace that page on that service, for the purpose of displaying the London Interbank rates for U.S. dollars.

"***Disregarded Entity***" means an entity that is disregarded as an entity separate from its owner pursuant to Regulations Section 301-7701-3(b)(1)(ii).

"***Distributable Cash***" means, with respect to any Quarter: (i) the sum of all cash and cash equivalents of the Partnership and its Subsidiaries on hand at the end of such Quarter; less (ii) the amount of cash reserves, if any, established by the General Partner in its sole discretion to (A) provide for the proper conduct of the business of the Partnership and its Subsidiaries (including reserves for future capital or operating expenditures and for anticipated future credit needs of the Partnership and its Subsidiaries or to make distributions with respect to Excess Capital pursuant to Section 6.2) subsequent to such Quarter; or (B) comply with Applicable Law or any loan agreement, security agreement, mortgage, debt instrument or other agreement or obligation to which the Partnership or any of its Subsidiaries is a party or by which any of them is bound or any of their respective assets are subject.

"***Effective Date***" has the meaning set forth in the Preamble.

"***Excess Capital***" means, with respect to any Partner for any relevant Quarter, the excess, if any, of (i) such Partner's Excess Capital Contributions, over (ii) the aggregate amount of distributions made to such Partner pursuant to Section 6.2.

"***Excess Capital Contributions***" has the meaning set forth in Section 4.2(b)(v).

"***Excess Capital Priority Return***" means, with respect to any Partner for any relevant Quarter, an amount equal to the product of (i) the sum of (x) LIBOR determined for the LIBOR Determination Date with respect to such Quarter *plus* (y) 1.275% *times* (ii) the weighted average balance of such Partner's Excess Capital for such Quarter.

"***Fiscal Year***" means a calendar year.

"***Full Participant***" has the meaning set forth in Section 4.2(b)(v).

"***GAAP***" means generally accepted accounting principles in the United States.

"***General Partner***" means Hess TGP GP and its successors and permitted assigns that are admitted to the Partnership as general partner and any additional general partner of the Partnership, each in its capacity as general partner of the Partnership.

"***General Partner Interest***" means the equity interest of the General Partner in the Partnership including, without limitation, any and all economic rights, powers and benefits to which the General Partner is entitled as provided in this Agreement, together with all obligations of the General Partner (as the holder of the General Partner Interest) to comply with the terms and provisions of this Agreement. For the avoidance of doubt, the General Partner Interest does not include any Voting Interests held by the General Partner.

"***Governmental Authority***" means any federal, state, local or foreign government or any provincial, departmental or other political subdivision thereof, or any entity, body or authority exercising executive, legislative, judicial, regulatory, administrative or other governmental functions or any court, department, commission, board, bureau, agency, instrumentality or administrative body of any of the foregoing.

"***Gross Asset Value***" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(i) the initial Gross Asset Value of any Property contributed by a Partner to the Partnership shall be the gross fair market value of such asset as agreed to by each Partner or, in the absence of any such agreement, as determined by the General Partner, *provided* that the initial Gross Asset Value of the Tioga Gas Plant shall not be adjusted as a result of payment by HIP in discharge of its Completion Funding Obligation;

(ii) the Gross Asset Values of all items of Property shall be adjusted to equal their respective fair market values as determined by the General Partner as of the following times: (A) the acquisition of an additional interest in the Partnership by any new or existing Partner in exchange for more than a *de minimis* Capital Contribution, *provided* that no adjustment to Gross Asset Values shall be made in connection with the making of any Capital Contributions by the Partners that do not result in an adjustment to the Percentage Equity Interests of the Partners, (B) the distribution by the Partnership to a Partner of more than a *de minimis* amount of Property as consideration for an interest in the Partnership, (C) the issuance of additional Partnership Interests as consideration for the provision of services, (D) the liquidation of the Partnership within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g) (other than pursuant to Section 708(b)(1)(B) of the Code), (E) the issuance of a Noncompensatory Option, or (F) any other event to the extent determined by the Partners to be necessary to properly reflect the Gross Asset Values in accordance with the standards set forth in Regulations Section 1.704-1(b)(2)(iv)(q); *provided*, *however*, that in the event of the issuance of an interest in the Partnership pursuant to the exercise of a Noncompensatory Option where the right to share in Partnership capital represented by the Partnership Interest differs from the consideration paid to acquire and exercise the Noncompensatory Option, the Gross Asset Value of each Partnership asset immediately after the issuance of the Partnership Interest shall be adjusted upward or downward to reflect any unrealized gain or unrealized loss attributable to the Partnership asset and the Capital Accounts of the Partners shall be adjusted in a manner consistent with Regulations Section 1.704-1(b)(2)(iv)(s); *provided further* that if any Noncompensatory Options are outstanding upon the occurrence of an event described in this paragraph (ii)(A) through (ii)(F), the Partnership shall adjust the Gross Asset Values of its properties in accordance with Treasury Regulations Sections 1.704-1(b)(2)(iv)(f)(1) and 1.704-1(b)(2)(iv)(h)(2);

(iii) the Gross Asset Value of any item of Property distributed to any Partner shall be adjusted to equal the fair market value of such item on the date of distribution as determined by the General Partner; and

(iv) the Gross Asset Value of each item of Property shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Sections 734(b) or 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m) and subparagraph (vi) of the definition of Profits and Losses; *provided, however,* that Gross Asset Values shall not be adjusted pursuant to this subparagraph (iv) to the extent that an adjustment pursuant to subparagraph (ii) above is required in connection with a transaction that would otherwise result in an adjustment pursuant to this subparagraph (iv).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to subparagraph (i), subparagraph (ii) or subparagraph (iv) above, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

"***Guarantees***" by any Person means any obligation, contingent or otherwise, of such Person directly or indirectly guaranteeing any Indebtedness or other obligation of any other Person or in any manner providing for the payment of any Indebtedness or other obligation of any other Person or otherwise protecting the holder of such Indebtedness or other obligations against loss (whether arising by virtue of organizational agreements, by obtaining letters of credit, by agreement to keep-well, to take-or-pay or to purchase assets, goods, securities or services, or otherwise); *provided, however,* that the term "Guarantee" shall not include endorsements for collection or deposit in the ordinary course of business.

"***Hess Midstream Cash Pooling Agreement***" means the Cash Pooling Agreement entered into as of April 10, 2017, by and among Hess Midstream Partners, the Partnership, Hess North Dakota Pipelines Operations LP, Hess Mentor Storage Holdings LLC and Hess North Dakota Export Logistics Operations LP.

"***Hess Midstream Partners***" means Hess Midstream Partners LP, a Delaware limited partnership.

"***HIP***" has the meaning set forth in the Preamble.

"***Hess TGP FinCo***" means Hess TGP Finance Company LLC, a Delaware limited liability company.

"***Hess TGP GP***" has the meaning set forth in the Preamble.

"***Hess TGP Holdings***" means Hess TGP Holdings LLC, a Delaware limited liability company.

"***Hess TGP LLC***" means Hess Tioga Gas Plant LLC, a Delaware limited liability company.

"***HINDL***" means Hess Investments North Dakota Limited, a Delaware corporation.

"***Indebtedness***" of any Person means, without duplication, (i) all obligations of such Person for borrowed money or with respect to deposits or advances of any kind, (ii) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (iii) all obligations of such Person upon which interest charges are customarily paid, (iv) all obligations of such Person under conditional sale or other title retention agreements relating to property or assets purchased by such Person, (v) all obligations of such Person issued or assumed as the deferred purchase price of property or services (excluding trade accounts payable, trade advertising and accrued obligations), (vi) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any lien on property owned or acquired by such Person, whether or not the obligations secured thereby have been assumed, (vii) all Guarantees by such Person of Indebtedness of others, (viii) all Capital Lease obligations of such Person, (ix) all obligations of such Person in respect of interest rate protection agreements, foreign currency exchange agreements or other interest rate hedging arrangements and (x) all obligations of such Person as an account party in respect of letters of credit and bankers' acceptances. The Indebtedness of any Person shall include the Indebtedness of any partnership in which such Person is a general partner, other than to the extent that the instrument or agreement evidencing such Indebtedness expressly limits the Liability of such Person in respect thereof.

"***Liability***" means any Indebtedness, obligation or other liability, whether arising under Applicable Law, contract or otherwise, known or unknown, fixed or contingent, real or potential, tangible or intangible, now existing or hereafter arising.

"***LIBOR***" means, for any LIBOR Determination Date, the arithmetic mean of the offered rates for deposits in U.S. dollars for a three-month period commencing on the second London Banking Day immediately following that LIBOR Determination Date that appear on the Designated LIBOR Page as of 11:00 a.m., London time, on that LIBOR Determination Date, if at least two offered rates appear on the Designated LIBOR Page, provided that if the specified Designated LIBOR Page by its terms provides only for a single rate, that single rate will be used. If (i) fewer than two offered rates appear or (ii) no rate appears and the Designated LIBOR Page by its terms provides only for a single rate, then the Calculation Agent will request the principal London offices of each of four major banks in the London interbank market, as selected by the Calculation Agent, to provide the Calculation Agent with its offered quotation for deposits in U.S. dollars for a three-month period commencing on the second London Banking Day immediately following that LIBOR Determination Date to prime banks in the London interbank

market at approximately 11:00 a.m., London time, on that LIBOR Determination Date and in a principal amount that is representative of a single transaction in U.S. dollars in that market at that time. If at least two quotations are provided, LIBOR determined on that LIBOR Determination Date will be the arithmetic mean of those quotations. If fewer than two quotations are provided, LIBOR will be the arithmetic mean of the rates quoted at approximately 11:00 a.m., New York City time, on that LIBOR Determination Date by three major banks in New York City selected by the Calculation Agent for loans in U.S. dollars to leading European banks for a three-month period and in a principal amount that is representative of a single transaction in U.S. dollars in that market at that time. If the banks so selected by the Calculation Agent are not quoting as set forth above, LIBOR for that LIBOR Determination Date will remain LIBOR for the immediately preceding Quarter. All percentages used in or resulting from any calculation of LIBOR will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005% rounded up to 0.00001%. The determination of Three-Month LIBOR for each relevant distribution period by the Calculation Agent will (in the absence of manifest error) be final and binding.

"***LIBOR Determination Date***" means the second London Banking Day immediately preceding the first day of the relevant Quarter.

"***Limited Partner***" means HIP and its successors and permitted assigns that are admitted as a limited partner of the Partnership and each additional Person who becomes a limited partner of the Partnership pursuant to the terms of this Agreement, in each case, in such Person's capacity as a limited partner of the Partnership.

"***Limited Partner Interest***" means the equity interest of a Limited Partner in the Partnership (in its capacity as a limited partner) including, without limitation, any and all economic rights and benefits to which such Limited Partner is entitled as provided in this Agreement, together with all obligations of such Limited Partner (as the holder of a Limited Partner Interest) to comply with the terms and provisions of this Agreement. For the avoidance of doubt, Limited Partner Interests of a Limited Partner do not include any Voting Interests held by such Limited Partner.

"***London Banking Day***" means any day on which commercial banks and foreign exchange markets settle payments in London.

"***Maintenance Capital Expenditures***" has the meaning set forth in the MLP Partnership Agreement.

"***Minimum Gain***" has the meaning set forth in Regulations Sections 1.704-2(b)(2) and 1.704-2(d).

"***MLP Partnership Agreement***" means the Second Amended and Restated Agreement of Limited Partnership of Hess Midstream Partners, dated as of the Effective Date.

"***Noncompensatory Option***" has the meaning set forth in Regulations Section 1.721-2(f).

"***Non-Funding Partner***" has the meaning set forth in Section 4.2(b)(v).

"***Nonrecourse Deductions***" has the meaning set forth in Regulations Section 1.704-2(b)(1) and 1.704-2(c).

"***Nonrecourse Liability***" has the meaning set forth in Regulations Section 1.704-2(b)(3).

"***Officers***" has the meaning set forth in the Section 8.1(b).

"***Other Projects***" has the meaning set forth in the Contribution Agreement.

"***Partner***" means a General Partner or a Limited Partner.

"***Partner Nonrecourse Debt***" has the meaning set forth in Regulations Section 1.704-2(b)(4).

"***Partner Nonrecourse Debt Minimum Gain***" means an amount, with respect to each Partner Nonrecourse Debt, equal to the Minimum Gain that would result if such Partner Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Regulations Section 1.704-2(i)(3).

"***Partner Nonrecourse Deductions***" has the meaning set forth in Regulations Sections 1.704-2(i)(1) and 1.704-2(i)(2).

"***Partnership***" has the meaning set forth in the Preamble.

"***Partnership Interest***" means the entire equity interest of a Partner, including any class or series of equity interest, in the Partnership at any time, which shall include any Limited Partner Interests and the General Partner Interest. For the avoidance of doubt, Voting Interests shall not be considered Partnership Interests for purposes of this Agreement. The Partners' respective Percentage Equity Interests as of the Effective Date are set forth on Exhibit A to this Agreement, as may be amended from time to time in accordance with this Agreement.

"***Percentage Equity Interests***" has the meaning set forth in Section 3.1.

"***Percentage Voting Interests***" has the meaning set forth in Section 3.1.

"***Person***" means an individual or a corporation, firm, limited liability company, partnership, joint venture, trust, estate, unincorporated organization, association, Governmental Authority or political subdivision thereof or other entity.

"***Profits***" and "***Losses***" mean, for each Allocation Year, an amount equal to the Partnership's taxable income or loss for such Allocation Year, determined in accordance with

Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments (without duplication):

(i) the Partnership shall be treated as owning directly its proportionate share (as determined by the General Partner) of any other partnership, limited liability company, unincorporated business or other entity classified as a partnership or disregarded entity for U.S. federal income tax purposes of which the Partnership is, directly or indirectly, a partner, member or other equity-holder;

(ii) any income of the Partnership that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this definition of Profits and Losses shall be added to such taxable income or loss;

(iii) any expenditures of the Partnership described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses pursuant to this definition of Profits and Losses, shall be subtracted from such taxable income or loss;

(iv) in the event the Gross Asset Value of any item of Property is adjusted pursuant to subparagraph (ii) or subparagraph (iii) of the definition of Gross Asset Value, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the Gross Asset Value of the item of Property) or an item of loss (if the adjustment decreases the Gross Asset Value of the item of Property) from the disposition of such asset and shall be taken into account for purposes of computing Profits or Losses;

(v) gain or loss resulting from any disposition of any Property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the item of Property disposed of, notwithstanding that the adjusted tax basis of such Property differs from its Gross Asset Value;

(vi) in lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Allocation Year, computed in accordance with the definition of Depreciation;

(vii) to the extent an adjustment to the adjusted tax basis of any item of Property pursuant to Code Sections 734(b) or 743(b) is required, pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Partner's Partnership Interest, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the item of Property) or loss (if the adjustment decreases such basis) from the disposition of such item of Property and shall be taken into account for purposes of computing Profits or Losses; and

(viii) notwithstanding any other provision of this definition, any items that are specially allocated pursuant to Section 5.3 or Section 5.4 shall not be taken into account in calculating Profits or Losses.

The amounts of the items of Partnership income, gain, loss or deduction available to be specially allocated pursuant to Section 5.3 and Section 5.4 shall be determined by applying rules analogous to those set forth in subparagraph (i) through subparagraph (viii) above. For the avoidance of doubt, any guaranteed payment that accrues with respect to an Allocation Year will be treated as an item of deduction of the Partnership for purposes of computing Profits and Losses in accordance with the provisions of Regulations Section 1.707-1(c).

"***Property***" means all real and personal property acquired by the Partnership, including cash, and any improvements thereto, and shall include both tangible and intangible property.

"***Quarter***" means, unless the context requires otherwise, a fiscal quarter of the Partnership or, with respect to the fiscal quarter of the Partnership that includes the Effective Date, the portion of such fiscal quarter from and after the Effective Date.

"***Regulations***" means the Income Tax Regulations, including Temporary Regulations, promulgated under the Code, as such regulations are amended from time to time.

"***Regulatory Allocations***" has the meaning set forth in Section 5.4.

"***Representative***" has the meaning set forth in Section 8.3(a).

"***Subsidiary***" means, with respect to any Person, (i) a corporation of which more than 50% of the voting power of shares entitled (without regard to the occurrence of any contingency) to vote in the election of directors or other governing body of such corporation is owned, directly or indirectly, at the date of determination, by such Person, by one or more Subsidiaries of such Person or a combination thereof, (ii) a partnership (whether general or limited) in which such Person or a Subsidiary of such Person is, at the date of determination, a general or limited partner of such partnership, but only if more than 50% of the general partner interests of such partnership is owned, directly or indirectly, at the date of determination, by such Person, by one or more Subsidiaries of such Person or a combination thereof or (iii) any other Person (other than a corporation or a partnership) in which such Person, one or more Subsidiaries of such Person, or a combination thereof, directly or indirectly, at the date of determination, has (A) at least a majority ownership interest or (B) the power to elect or direct the election of a majority of the directors or other governing body of such Person.

"***Tax Matters Partner***" has the meaning set forth in Section 5.9(a).

"***Tioga Gas Plant***" means the assets comprising the natural gas processing and fractionation facility located in Tioga, North Dakota and all other assets owned by Hess TGP LLC as of the Effective Date.

"***Unanimous Approval Matter***" has the meaning set forth in Section 8.2.

"***Unanticipated Maintenance Capital Expenditures***" has the meaning set forth in the Contribution Agreement.

"***Uncompleted Projects***" has the meaning set forth in the Contribution Agreement.

"***Voting Interest***" means the voting interest of a Partner in the Partnership including, without limitation, any and all voting rights and benefits to which such Partner is entitled as provided in this Agreement, together with all obligations of such Partner (as the holder of a Voting Interest) to comply with the terms and provisions of this Agreement. The Partners' respective Percentage Voting Interests as of the Effective Date are set forth on Exhibit A to this Agreement, as may be amended from time to time in accordance with this Agreement.

Section 1.2 Construction. Unless the context requires otherwise: (a) any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa; (b) references to Articles and Sections refer to Articles and Sections of this Agreement; (c) the terms "include," "includes," "including" or words of like import shall be deemed to be followed by the words "without limitation" and (d) the terms "hereof," "herein" or "hereunder" refer to this Agreement as a whole and not to any particular provision of this Agreement. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The General Partner has the power to construe and interpret this Agreement and to act upon any such construction or interpretation. To the fullest extent permitted by law, any construction or interpretation of this Agreement by the General Partner, any action taken pursuant thereto and any determination made by the General Partner in good faith shall, in each case, be conclusive and binding on all Limited Partners, each other Person who acquires an interest in a Partnership Interest and all other Persons bound by this Agreement for all purposes.

ARTICLE II
BUSINESS, PURPOSE AND TERM OF PARTNERSHIP

Section 2.1 Formation. The Partnership was formed as a limited partnership by the filing of the Certificate with the Secretary of State of the State of Delaware pursuant to the provisions of the Act and the execution of the Current Agreement. Except as expressly provided in this Agreement, the rights, duties, liabilities and obligations of the Partners and the administration, dissolution and termination of the Partnership shall be governed by the Act. All Partnership Interests shall constitute personal property of the owner thereof for all purposes.

Section 2.2 Name. The name of the Partnership shall be "Hess TGP Operations LP". Subject to Applicable Law, the Partnership's business may be conducted under any other name or names as determined by the General Partner, including the name of the General Partner. The words "Limited Partnership," "L.P.," "Ltd." or similar words or letters shall be included in the Partnership's name where necessary for the purpose of complying with the laws of any jurisdiction that so requires. The General Partner may, without the consent of any Limited Partner, amend this Agreement and the Certificate to change the name of the Partnership at any time and from time to time and shall notify the Limited Partners of such change in the next regular communication to the Limited Partners.

Section 2.3 Registered Office; Registered Agent; Principal Office; Other Offices. Unless and until changed by the General Partner, the registered office of the Partnership in the State of Delaware shall be located at 1209 Orange Street, Wilmington, Delaware 19801, and the registered agent for service of process on the Partnership in the State of Delaware at such registered office shall be The Corporation Trust Company. The principal office of the Partnership shall be located at 1501 McKinney Street, Houston, Texas 77010, or such other place as the General Partner may from time to time designate by notice to the Limited Partners. The Partnership may maintain offices at such other place or places within or outside the State of Delaware as the General Partner determines to be necessary or appropriate. The address of the General Partner shall be 1501 McKinney Street, Houston, Texas 77010, or such other place as the General Partner may from time to time designate by notice to the Limited Partners.

Section 2.4 Purpose and Business. The purpose and nature of the business to be conducted by the Partnership shall be to (a) engage directly in, or enter into or form, hold and dispose of any corporation, partnership, joint venture, limited liability company or other arrangement to engage indirectly in, any business or activity that is approved by the General Partner and that lawfully may be conducted by a limited partnership organized pursuant to the Act and, in connection therewith, to exercise all of the rights and powers conferred upon the Partnership pursuant to the agreements relating to such business activity and (b) do anything necessary or appropriate in furtherance of the foregoing; *provided*, *however*, that the General Partner shall not cause the Partnership to engage, directly or indirectly, in any business activity that the General Partner determines would be reasonably likely to cause the Partnership to be treated as an association taxable as a corporation or otherwise taxable as an entity for federal income tax purposes. To the fullest extent permitted by law, the General Partner shall have no duty or obligation to propose or approve the conduct by the Partnership of any business and may decline to do so free of any fiduciary duty or obligation whatsoever to the Partnership or any Limited Partner and, in declining to so propose or approve, shall not be required to act in good faith or pursuant to any other standard imposed by this Agreement or any other law, rule or regulation or at equity, and the General Partner in determining whether to propose or approve the conduct by the Partnership of any business shall be permitted to do so in its sole and absolute discretion.

Section 2.5 Powers. The Partnership shall be empowered to do any and all acts and things necessary, appropriate, proper, advisable, incidental to or convenient for the furtherance and accomplishment of the purposes and business described in Section 2.4 and for the protection and benefit of the Partnership.

Section 2.6 Term. The term of the Partnership commenced upon the filing of the Certificate in accordance with the Act and shall continue until the dissolution of the Partnership in accordance with the provisions of Article XII. The existence of the Partnership as a separate legal entity shall continue until the cancellation of the Certificate as provided in the Act.

Section 2.7 Title to Partnership Assets. Title to Partnership assets, whether real, personal or mixed and whether tangible or intangible, shall be deemed to be owned by the Partnership as an entity, and no Partner, individually or collectively, shall have any ownership interest in such Partnership assets or any portion thereof. Title to any or all of the Partnership assets may be held in the name of the Partnership, the General Partner, one or more Affiliates of the General Partner or one or more nominees of the General Partner or its Affiliates, as the General Partner may determine. The General Partner hereby declares and warrants that any Partnership assets for which record title is held in the name of the General Partner or one or more Affiliates of the General Partner or one or more nominees of the General Partner or its Affiliates shall be held by the General Partner or such Affiliate or nominee for the use and benefit of the Partnership in accordance with the provisions of this Agreement; *provided, however*, that the General Partner shall use reasonable efforts to cause record title to such assets (other than those assets in respect of which the General Partner determines that the expense and difficulty of conveyancing makes transfer of record title to the Partnership impracticable) to be vested in the Partnership or one or more of the Partnership's designated Affiliates as soon as reasonably practicable; *provided further* that, prior to the withdrawal or removal of the General Partner or as soon thereafter as practicable, the General Partner shall use reasonable efforts to effect the transfer of record title to the Partnership and, prior to any such transfer, will provide for the use of such assets in a manner satisfactory to any successor General Partner. All Partnership assets shall be recorded as the property of the Partnership in its books and records, irrespective of the name in which record title to such Partnership assets is held.

ARTICLE III
PARTNERS

Section 3.1 Partners; Percentage Interests. The name and address of the Partners, the type of Partnership Interest held by each Partner and their respective percentage interests in the total outstanding Partnership Interests ("***Percentage Equity Interest***") and Voting Interests ("***Percentage Voting Interest***") are set forth on Exhibit A to this Agreement.

Section 3.2 Adjustments in Percentage Equity Interests and Percentage Voting Interests. The Percentage Equity Interests and Percentage Voting Interests of the Partners shall be adjusted (a) at the time of any transfer of all or a portion of such Partner's Partnership Interest

and Voting Interest pursuant to Section 9.1, (b) at the time of the issuance of additional Partnership Interests and Voting Interests pursuant to Section 8.2(b), (c) at the time of the admission of each new Partner in accordance with this Agreement, and (d) at the time of the redemption of all or any portion of a Partner's Partnership Interest and Voting Interest, in each case to take into account such transfer, issuance, admission of a new Partner, or redemption.

Section 3.3 Limitation of Liability. The Limited Partners shall have no liability under this Agreement except as expressly provided in this Agreement or the Act.

ARTICLE IV
CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS

Section 4.1 Capitalization of the Partnership. Subject to Section 8.2, the Partnership is authorized to issue the Voting Interests, the General Partner Interests and the Limited Partner Interests. The Partnership Interests shall be designated as General Partner Interests and Limited Partner Interests. The Voting Interests and the Partnership Interests shall each have such rights, powers, preferences and designations as set forth in this Agreement.

Section 4.2 Capital Contributions.

(a) Organizational Capital Contributions and Subsequent Contributions.

(i) On October 30, 2014, Hess TGP Finco, as the organizational Limited Partner, and Hess TGP GP, as the General Partner, formed the Partnership under the Act.

(ii) On October 31, 2014, the Partnership formed Hess TGP Holdings and in connection therewith was admitted as the sole member of Hess TGP Holdings. Hess TGP Holdings was (and as of the Effective Date is) a Disregarded Entity.

(iii) In connection with the formation of the Partnership under the Act, on November 3, 2014, Hess TGP GP agreed to make (and has heretofore made) an initial Capital Contribution to the Partnership in the amount of $10,000 for a 50% General Partner Interest, and Hess TGP FinCo agreed to make (and has heretofore made) an initial Capital Contribution to the Partnership in the amount of $10,000 for a 50% Limited Partner Interest. At the time of the Capital Contributions described in this Section 4.2(a)(iii), Hess TGP FinCo was wholly owned by HINDL and Hess TGP GP was wholly owned by Hess TGP FinCo; as a result, each of them was a Disregarded Entity and the Partnership was also a Disregarded Entity.

(iv) Effective as of December 1, 2014, the limited liability company interests in Hess TGP LLC were transferred as follows: (A) HINDL, which owned 100% of the limited liability company interests in Hess TGP LLC, transferred such limited liability company interests to Hess TGP FinCo; (B) Hess TGP FinCo transferred 1% of the Hess TGP LLC limited liability company interests to Hess TGP GP; (C) Hess TGP FinCo

transferred its remaining 99% limited liability company interest in Hess TGP LLC and Hess TGP GP transferred its 1% limited liability company interest in Hess TGP LLC to the Partnership, and (D) the Partnership transferred its 100% limited liability company interest in Hess TGP LLC to Hess TGP Holdings. Hess TGP LLC was (and as of the Effective Date is) a Disregarded Entity.

(v) Effective as of June 18, 2015, HTGP Finco transferred its partnership interest in the Partnership, through a series of transactions, to HIP, and HIP was admitted as a Limited Partner of the Partnership.

(vi) On the Effective Date, and upon the amendment and restatement of the Current Agreement but prior to the transactions described below, the parties hereto agree that (A) the General Partner held a 1% Percentage Equity Interest and a 51% Percentage Voting Interest and (B) HIP held a 99% Percentage Equity Interest and a 49% Percentage Voting Interest.

(vii) On the Effective Date, pursuant to and as described in the Contribution Agreement, HIP contributed a Limited Partner Interest constituting a 19% Percentage Equity Interest to the General Partner as a contribution to its capital, and the General Partner's Limited Partner Interest was re-designated as a General Partner Interest (such contribution, the "***GP Day-One Contribution***"), such that after the GP Day-One Contribution, the General Partner held a 20.0% Percentage Equity Interest and a 51% Voting Interest and HIP held a 80.0% Percentage Equity Interest and a 49% Voting Interest. Following the foregoing transactions, (x) Hess TGP GP continued as the General Partner and HIP continued as the Limited Partner and (y) the Percentage Equity Interest of the Partners shall be as set forth on Exhibit A.

(viii) On the Effective Date, pursuant to and as described in the Contribution Agreement, HIP contributed 100% of the limited liability company interests in Hess TGP GP to Hess Midstream Partners, which contribution resulted in the Partnership becoming a partnership for federal income tax purposes. In accordance with Rev. Rul. 99-5, 1999-1 C.B. 434 (*Situation 1)*, the HIP contribution described in this Section 4.2(a)(viii) shall be treated solely for federal income tax purposes as (A) first, as a contribution to Hess Midstream Partners of an undivided 20% interest in the Tioga Gas Plant in exchange for an interest in Hess Midstream Partners, and (B) second, as a simultaneous contribution to the Partnership by Hess Midstream Partners and HIP of their undivided interests in the Tioga Gas Plant subject to their respective *pro rata* portion of the indebtedness of Hess TGP LLC in exchange for, respectively, a 20% General Partner Interest held by Hess TGP GP and a 80% Limited Partner Interest. Because Hess TGP GP is a Disregarded Entity, the partners of the Partnership solely for tax purposes as of the Effective Date are HIP and Hess Midstream Partners.

(b) Additional Capital Contributions and other Obligations of the Partners.

(i) In General. Other than as set forth in this Section 4.2(b), no Partner shall have any right or obligation to make additional Capital Contributions to the Partnership.

(ii) Completion Funding Obligation. Upon request by the General Partner, HIP will pay to the Partnership, or any other Person as directed by the General Partner, any amounts necessary to satisfy its Completion Funding Obligation. Amounts expended by HIP in satisfaction of its Completion Funding Obligation shall not be treated as additional Capital Contributions by HIP, its Capital Account shall not be increased by the amount so expended, and its Percentage Equity Interest and its Percentage Voting Interest shall not be adjusted. Such amounts expended shall be included in (x) HIP's adjusted tax basis in its Limited Partner Interest and (y) the Partnership's adjusted tax basis in the Tioga Gas Plant. The General Partner may not request additional Capital Contributions from the Partners for amounts that HIP is obligated to expend in satisfaction of its Completion Funding Obligation.

(iii) Warranty for Unanticipated Maintenance Capital Expenditures. As set forth in Article IV of the Contribution Agreement, HIP shall, upon request, make additional Capital Contributions to the Partnership to the extent necessary to fund Unanticipated Maintenance Capital Expenditures incurred by the Partnership during the period running from the Effective Date through March 31, 2018; *provided*, *however*, that the amount of additional Capital Contributions that HIP shall be obligated to make pursuant to this Section 4.2(b)(iii) shall be limited as set forth in Article IV of the Contribution Agreement.

(iv) Funding of Other Projects. As set forth in Section 5.2 of the Contribution Agreement, HIP shall, upon request, make additional Capital Contributions to the Partnership to the extent necessary to fund the payment of costs and expenses attributable to Other Projects of the Hess Tioga Gas Plant LLC; *provided, however,* that the amount of additional Capital Contributions that HIP shall be obligated to make pursuant to this Section 4.2(b)(iv) shall be limited as set forth in Section 5.2 of the Contribution Agreement.

(v) Other Capital Contributions. Except as otherwise provided in Section 4.2(b)(ii), Section 4.2(b)(iii) and Section 4.2(b)(iv), the General Partner may, at any time, request that Partners make additional Capital Contributions to the Partnership at such times and in such amounts as determined by the General Partner (a "***Capital Request***"). Within twenty (20) days of a Capital Request, each Partner may, but shall not be required to, make Capital Contributions pro rata in accordance with each Partner's respective Percentage Equity Interest. Any Partner electing not to make all or any portion of the additional Capital Contribution requested of it in a Capital Request (a "***Non-Funding Partner***") shall not have its Percentage Equity Interest or Percentage Voting Interest adjusted. In the event any Partner is a Non-Funding Partner with respect to a Capital Request, each Partner making the Capital Contribution requested of it pursuant to such

Capital Request (each, a "***Full Participant***") shall have the option to make additional Capital Contributions representing its proportionate share (based on the relative Percentage Equity Interest of each Full Participant) of any amount not contributed by the Non-Funding Partner (any such additional Capital Contribution made by a Full Participant being an "***Excess Capital Contribution***"). The Percentage Equity Interest and Percentage Voting Interest of any Partner making an Excess Capital Contribution shall not be adjusted as a result of such Excess Capital Contribution.

Section 4.3 Withdrawal of Capital; Interest. No Partner may withdraw capital or receive any distributions from the Partnership except as specifically provided herein. No interest shall accrue or be payable by the Partnership on any Capital Contributions.

Section 4.4 Maintenance of Capital Accounts. The General Partner shall cause the Partnership to maintain a Capital Account for each Partner in accordance with the provisions set forth in the definition of "Capital Account" in Section 1.1.

ARTICLE V
ALLOCATIONS AND TAX MATTERS

Section 5.1 Profits. After giving effect to the special allocations set forth in Section 5.3 and Section 5.4, Profits for any Allocation Year shall be allocated among the Partners in the following order and priority:

(a) First, to the Partners in proportion to, and to the extent of, an amount equal to the excess, if any, of (i) the cumulative amount of the accrued Excess Capital Priority Return, if any, for each Partner from the Effective Date through the last day of the Allocation Year, over (ii) the cumulative Profits allocated to such Partner pursuant to this Section 5.1(a) for all prior Allocation Years; and

(b) Second, subject to the last sentence in Section 5.2(b), to the Partners in proportion to their respective Percentage Equity Interests.

Section 5.2 Losses.

(a) After giving effect to the special allocations set forth in Section 5.3 and Section 5.4, and subject to the limitation set forth in Section 5.2(b), Losses for any Allocation Year shall be allocated among the Partners in proportion to their respective Percentage Equity Interests.

(b) Losses shall not be allocated to any Limited Partner pursuant to Section 5.2(a) to the extent such allocation would cause such Limited Partner to have an Adjusted Capital Account Deficit at the end of any Allocation Year.

(i) In the event some but not all of the Partners would have Adjusted Capital Account Deficits as a result of an allocation of Losses pursuant to Section 5.2(a), Losses that would otherwise be allocated to a Partner pursuant to Section 5.2(a) but for the limitation set forth in this Section 5.2(b) shall be allocated to the remaining Partners in proportion to their relative Percentage Equity Interests.

(ii) All remaining Losses in excess of the limitation set forth in this Section 5.2(b) shall be allocated to the General Partner.

Profits allocated pursuant to Section 5.1(b) for any Allocation Year subsequent to an Allocation Year for which the limitation set forth in this Section 5.2(b) was applicable shall be allocated (x) first, to reverse any Losses allocated to the General Partner pursuant to paragraph (ii) of this Section 5.2(b) and (y) second, to reverse any Losses allocated to the Partners pursuant to paragraph (i) of this Section 5.2(b) and in proportion to how such Losses were allocated.

Section 5.3 Special Allocations. The following special allocations shall be made in the following order:

(a) Minimum Gain Chargeback. Except as otherwise provided in Regulations Section 1.704-2(f), notwithstanding any other provision of this Article V, if there is a net decrease in Minimum Gain during any Allocation Year, each Partner shall be specially allocated items of Partnership income and gain for such Allocation Year (and, if necessary, subsequent Allocation Years) in an amount equal to such Partner's share of the net decrease in Minimum Gain, determined in accordance with Regulations Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Partner pursuant thereto. The items to be so allocated shall be determined in accordance with Regulations Sections 1.704-2(f)(6) and 1.704-2(g)(2). This Section 5.3(a) is intended to comply with the minimum gain chargeback requirement in Regulations Section 1.704-2(f) and shall be interpreted consistently therewith.

(b) Partner Minimum Gain Chargeback. Except as otherwise provided in Regulations Section 1.704-2(i)(4), notwithstanding any other provision of this Article V, if there is a net decrease in Partner Nonrecourse Debt Minimum Gain attributable to a Partner Nonrecourse Debt during any Allocation Year, each Partner who has a share of the Partner Nonrecourse Debt Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(5), shall be specially allocated items of Partnership income and gain for such Allocation Year (and, if necessary, subsequent Allocation Years) in an amount equal to such Partner's share of the net decrease in Partner Nonrecourse Debt Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Partner pursuant thereto. The items to be so allocated shall be determined in accordance with Regulations Sections 1.704-2(i)(4) and 1.704-2(j)(2). This Section 5.3(b) is intended to comply with the minimum gain chargeback requirement in Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(c) Qualified Income Offset. In the event that any Partner unexpectedly receives any adjustments, allocations or distributions described in Regulations Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) or 1.704-1(b)(2)(ii)(d)(6), items of Partnership income and gain shall be allocated to such Partner in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of such Partner as quickly as possible; *provided* that an allocation pursuant to this Section 5.3(c) shall be made only if and to the extent that such Partner would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article V have been tentatively made as if this Section 5.3(c) were not in this Agreement.

(d) Gross Income Allocation. In the event that any Partner has an Adjusted Capital Account Deficit at the end of any Allocation Year, each such Partner shall be allocated items of Partnership income and gain in the amount of such deficit as quickly as possible; *provided, however,* that an allocation pursuant to this Section 5.3(d) shall be made only if and to the extent that such Partner would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article V have been tentatively made as if Section 5.3(c) and this Section 5.3(d) were not in this Agreement.

(e) Nonrecourse Deductions. Nonrecourse Deductions for any Allocation Year shall be allocated among the Partners in proportion to their respective Percentage Equity Interests.

(f) Partner Nonrecourse Deductions. Any Partner Nonrecourse Deductions for any Allocation Year shall be specially allocated to the Partner who bears the economic risk of loss with respect to the Partner Nonrecourse Debt to which such Partner Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i)(1).

(g) Nonrecourse Liabilities. Nonrecourse Liabilities of the Partnership described in Regulations Section 1.752-3(a)(3) shall be allocated among the Partners in the manner chosen by the General Partner and consistent with such section of the Regulations.

(h) Section 754 Adjustments. To the extent an adjustment to the adjusted tax basis of any Partnership asset, pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(2) or 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as the result of a distribution to a Partner in complete liquidation of such Partner's Partnership Interest, the amount of such adjustment to Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Partners in accordance with their interests in the Partnership in the event Regulations Section 1.704-1(b)(2)(iv)(m)(2) applies, or to the Partner to whom such distribution was made in the event Regulations Section 1.704-1(b)(2)(iv)(m)(4) applies.

(i) Unanticipated Maintenance Capital Expenditures and Other Projects Costs. All items of deduction and loss attributable to (x) Maintenance Capital Expenditures funded with Capital Contributions made pursuant to Section 4.2(b)(iii) or (y) Other Projects costs and expenses funded with Capital Contributions made pursuant to Section 4.2(b)(iv) shall be allocated to HIP.

(j) Interest Payments Pursuant to Cash Pooling Agreement. All items of deduction for interest expense for any taxable period that are attributable to the payment of interest by the Partnership to Hess Midstream Partners pursuant to the Cash Pooling Agreement with respect to Hess Midstream Partners' positive cash balance for such taxable period shall be allocated to Hess TGP GP.

Section 5.4 Curative Allocations. The allocations set forth in Sections 5.3(a) through 5.3(h) (the "***Regulatory Allocations***") are intended to comply with certain requirements of the Regulations. It is the intent of the Partners that, to the extent possible, the Regulatory Allocations shall be offset with special allocations of other items of Partnership income, gain, loss or deduction pursuant to this Section 5.4. Therefore, notwithstanding any other provision of this Article V (other than the Regulatory Allocations), the Tax Matters Partner shall make such offsetting special allocations of Partnership income, gain, loss or deduction in whatever manner it determines appropriate so that, after such offsetting allocations are made, each Partner's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Partner would have had if the Regulatory Allocations were not part of this Agreement and all Partnership items were allocated pursuant to Section 5.1, Section 5.2 and Section 5.3 (other than the Regulatory Allocations). In exercising its discretion under this Section 5.4, the Tax Matters Partner shall take into account future Regulatory Allocations that, although not yet made, are likely to offset other Regulatory Allocations previously made.

Section 5.5 Other Allocation Rules.

(a) Profits, Losses and any other items of income, gain, loss, or deduction shall be allocated to the Partners pursuant to this Article V as of the last day of each Fiscal Year; *provided, however,* that Profits, Losses and such other items shall also be allocated at such times as the Gross Asset Values of the Partnership's assets are adjusted pursuant to subparagraph (ii) of the definition of "Gross Asset Value" in Section 1.1.

(b) For purposes of determining the Profits, Losses or any other items allocable to any period, Profits, Losses and any such other items shall be determined on a daily proration basis by the General Partner under Code Section 706 and the Regulations thereunder.

Section 5.6 Tax Allocations: Code Section 704(c).

(a) Except as otherwise provided in this Section 5.6, each item of income, gain, loss and deduction of the Partnership for federal income tax purposes shall be allocated among the Partners in the same manner as such items are allocated for book purposes under this Article V.

In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss and deduction with respect to any Property contributed to the capital of the Partnership shall, solely for tax purposes, be allocated among the Partners so as to take account of any variation between the adjusted basis of such Property to the Partnership for federal income tax purposes and its initial Gross Asset Value (computed in accordance with the definition of "Gross Asset Value"). Such allocation shall be made in accordance with the "remedial method" described by Regulations Section 1.704-3(d).

(b) In the event the Gross Asset Value of any Property is adjusted pursuant to subparagraph (ii) of the definition of "Gross Asset Value," subsequent allocations of income, gain, loss and deduction with respect to such Property shall take account of any variation between the adjusted basis of such Property for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder. Such allocation shall be made in accordance with the "remedial method" described by Regulations Section 1.704-3(d).

(c) In accordance with Regulations Sections 1.1245-1(e) and 1.250-1(f), any gain allocated to the Partners upon the sale or other taxable disposition of any Partnership asset shall, to the extent possible, after taking into account other required allocations of gain pursuant to this Section 5.6(c), be characterized as "recapture income" in the same proportions and to the same extent as such Partners (or their predecessors in interest) have been allocated any deductions directly or indirectly giving rise to the treatment of such gains as "recapture income."

(d) Any elections or other decisions relating to such allocations shall be made by the General Partner in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 5.6 are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Partner's Capital Account or share of Profits, Losses, other items or distributions pursuant to any provision of this Agreement.

Section 5.7 Tax Elections.

(a) The Partners intend that the Partnership be treated as a partnership or a "disregarded entity" for federal income tax purposes. Accordingly, neither the Tax Matters Partner nor any Limited Partner shall file any election or return on its own behalf or on behalf of the Partnership that is inconsistent with that intent.

(b) The Partnership shall make the election under Code Section 754 in accordance with the applicable Regulations issued thereunder, subject to the reservation of the right to seek to revoke any such election upon the General Partner's determination that such revocation is in the best interests of the Partners.

(c) Any elections or other decisions relating to tax matters that are not expressly provided herein, shall be made jointly by the Partners in any manner that reasonably reflects the purpose and intention of this Agreement.

Section 5.8 Tax Returns.

(a) The Partnership shall cause to be prepared and timely filed all federal, state, local and foreign income tax returns and reports required to be filed by the Partnership and its subsidiaries. The Partnership shall provide copies of all the Partnership's federal, state, local and foreign tax returns (and any schedules or other required filings related to such returns) that reflect items of income, gain, deduction, loss or credit that flow to separate Partner returns, to the Partners for their review and comment prior to filing, except as otherwise agreed by the Partners. The Partners agree in good faith to resolve any difference in the tax treatment of any item affecting such returns and schedules. However, if the Partners are unable to resolve the dispute, the position of the Tax Matters Partner shall be followed if nationally recognized tax counsel acceptable to the Partners provides an opinion that substantial authority exists for such position. Substantial authority shall be given the meaning ascribed to it for purposes of applying Code Section 6662. If the Partners are unable to resolve the dispute prior to the due date for filing the return, including approved extensions, the position of the Tax Matters Partner shall be followed, and amended returns shall be filed if necessary at such time the dispute is resolved. The costs of the dispute shall be borne by the Partnership. The Partners agree to file their separate federal income tax returns in a manner consistent with the Partnership's return, the provisions of this Agreement and in accordance with Applicable Law.

(b) The Partnership shall elect the most rapid method of depreciation and amortization allowed under Applicable Law, unless the Partners agree otherwise.

(c) The Partners shall provide each other with copies of all correspondence or summaries of other communications with the Internal Revenue Service or any state, local or foreign taxing authority (other than routine correspondence and communications) regarding the tax treatment of the Partnership's operations. No Partner shall enter into settlement negotiations with the Internal Revenue Service or any state, local or foreign taxing authority with respect to any issue concerning the Partnership's income, gains, losses, deductions or credits if the tax adjustment attributable to such issue (assuming the then current aggregate tax rate) would be $100,000 or greater, without first giving reasonable advance notice of such intended action to the other Partners.

Section 5.9 Tax Matters Partner.

(a) The General Partner shall be the "***Tax Matters Partner***" of the Partnership within the meaning of Section 6231(a)(7) of the Code, and shall act in any similar capacity under the Applicable Law of any state, local or foreign jurisdiction, but only with respect to returns for which items of income, gain, loss, deduction or credit flow to the separate returns of the Partners. If at any time there is more than one General Partner, the Tax Matters Partner shall be the General Partner with the largest Percentage Equity Interest following such admission.

(b) The Tax Matters Partner shall incur no Liability (except as a result of the gross negligence or willful misconduct of the Tax Matters Partner) to the Partnership or the other Partners including, but not limited to, Liability for any additional taxes, interest or penalties owed by the other Partners due to adjustments of Partnership items of income, gain, loss, deduction or credit at the Partnership level.

Section 5.10 Duties of Tax Matters Partner.

(a) The Tax Matters Partner shall cooperate with the other Partners and shall promptly provide the other Partners with copies of notices or other materials from, and inform the other Partners of discussions engaged with, the Internal Revenue Service or any state, local or foreign taxing authority and shall provide the other Partners with notice of all scheduled proceedings, including meetings with agents of the Internal Revenue Service or any state, local or foreign taxing authority, technical advice conferences, appellate hearings, and similar conferences and hearings, as soon as possible after receiving notice of the scheduling of such proceedings, but in any case prior to the date of such scheduled proceedings.

(b) The Tax Matters Partner shall not extend the period of limitations or assessments without the consent of the other Partners, which consent shall not be unreasonably withheld.

(c) The Tax Matters Partner shall not file a petition or complaint in any court, or file any claim, amended return or request for an administrative adjustment with respect to partnership items, after any return has been filed, with respect to any issue concerning the Partnership's income, gains, losses, deductions or credits if the tax adjustment attributable to such issue (assuming the then current aggregate tax rate) would be $100,000 or greater, unless agreed by the other Partners. If the other Partners do not agree, the position of the Tax Matters Partner shall be followed if nationally recognized tax counsel acceptable to all Partners issues an opinion that a reasonable basis exists for such position. Reasonable basis shall be given the meaning ascribed to it for purposes of applying Code Section 6662. The costs of the dispute shall be borne by the Partnership.

(d) The Tax Matters Partner shall not enter into any settlement agreement with the Internal Revenue Service or any state, local or foreign taxing authority, either before or after any audit of the applicable return is completed, with respect to any issue concerning the Partnership's income, gains, losses, deductions or credits, unless any of the following apply:

(i) all Partners agree to the settlement;

(ii) the tax effect of the issue if resolved adversely would be, and the tax effect of settling the issue is, proportionately the same for all Partners (assuming each otherwise has substantial taxable income);

(iii) the Tax Matters Partner determines that the settlement of the issue is fair to the Partners; or

(iv) tax counsel acceptable to all Partners determines that the settlement is fair to all Partners and is one it would recommend to the Partnership if all Partners were owned by the same Person and each had substantial taxable income.

In all events, the costs incurred by the Tax Matters Partner in performing its duties hereunder shall be borne by the Partnership.

(e) The Tax Matters Partner may request extensions to file any tax return or statement without the written consent of, but shall so inform, the other Partners.

Section 5.11 Designation and Authority of Partnership Representative. With respect to tax returns filed for taxable years beginning on or after December 31, 2017, the General Partner (or its designee) will be designated as the "partnership representative" in accordance with the rules prescribed pursuant to Section 6223 of the Code and shall have the sole authority to act on behalf of the Partnership in connection with all examinations of the Partnership's affairs by tax authorities, including resulting administrative and judicial proceedings. If at any time there is more than one General Partner, the partnership representative shall be the General Partner with the largest Percentage Equity Interest following such admission (or its designee). The General Partner (or its designee) shall exercise, in its sole discretion, any and all authority of the "partnership representative" under the Code, including, without limitation, (i) binding the Partnership and its Partners with respect to tax matters and (ii) determining whether to make any available election under Section 6226 of the Code. In all events, the cost incurred by the partnership representative in performing its duties hereunder shall be borne by the Partnership. In accordance with Section 13.6, the General Partner shall propose and the Partners shall agree to (such agreement not to be unreasonably withheld) any amendment of the provisions of this Agreement required to appropriately to reflect the proposal or promulgation of Treasury Regulations implementing the partnership audit, assessment and collection rules adopted by the Bipartisan Budget Act of 2015, including any amendments to those rules.

Section 5.12 Survival of Provisions. The provisions of this Agreement regarding the Partnership's tax returns and Tax Matters Partner shall survive the termination of the Partnership and the transfer of any Partner's interest in the Partnership and shall remain in effect for the period of time necessary to resolve any and all matters regarding the federal, state, local and foreign taxation of the Partnership and items of Partnership income, gain, loss, deduction and credit.

ARTICLE VI
DISTRIBUTIONS

Section 6.1 Distributions of Distributable Cash. Except as otherwise provided in this Section 6.1 or Sections 6.2 and 6.3, the Partnership shall distribute the Distributable Cash with

respect to a Quarter within 45 days following the end of each Quarter commencing with the Quarter that includes the Effective Date as follows:

(a) First, to the Partners in proportion to, and to the extent of, an amount equal to the excess, if any, of (i) the cumulative amount of the Excess Capital Priority Return, if any, accrued during the period from and including the Effective Date to but excluding the last day of such Quarter, over (ii) the cumulative amount of Distributable Cash previously distributed to such Partner pursuant to this Section 6.1(a); and

(b) Second, to the Partners pro rata in accordance with their respective Percentage Equity Interests.

The General Partner may also cause the Partnership to distribute cash to the Partners at such other times and in such amounts as it determines in its sole discretion so long as (i) the amount distributed does not exceed the then Distributable Cash of the Partnership determined as if the date of such distribution were the end of a Quarter and (ii) such cash is distributed in accordance with Section 6.1(b). Notwithstanding any other provision of this Agreement, the Partnership shall not make a distribution or redemption payment to the Partners on account of their interests in the Partnership if such distribution or redemption payment would violate the Act or other Applicable Law.

Section 6.2 Distributions of Excess Capital. The Partnership may make distributions of cash at such times and in such amounts as are determined by the General Partner to the Partners in proportion to, and to the extent of, the then Excess Capital of the Partners, provided that the Partnership shall not make a distribution to the Partners pursuant to this Section 6.2 if such distribution would violate (i) the Act or other Applicable Law or (ii) any loan agreement, security agreement, mortgage, debt instrument or other agreement or obligation to which the Partnership or any of its Subsidiaries is a party or by which any of them is bound or any of their respective assets are subject.

Section 6.3 Liquidating Distributions. Notwithstanding any other provision of this Article VI, but subject to the last sentence of Section 6.1, distributions with respect to the Quarter in which a dissolution of the Partnership occurs shall be made in accordance with Article XII.

Section 6.4 Distribution in Kind. The Partnership shall not distribute to the Partners any assets in kind unless approved by the Partners in accordance with this Agreement. If cash and property in kind are to be distributed simultaneously, the Partnership shall distribute such cash and property in kind in the same proportion to each Partner, unless otherwise approved by the Partners in accordance with this Agreement.

ARTICLE VII
BOOKS AND RECORDS

Section 7.1 Books and Records; Examination. The General Partner shall keep or cause to be kept such books of account and records with respect to the Partnership's business as it may deem necessary and appropriate. Each Partner and its duly authorized representatives shall have the right, for any purpose reasonably related to its interest in the Partnership, at any time to examine, or to appoint independent certified public accountants (the fees of which shall be paid by such Partner) to examine, the books, records and accounts of the Partnership and its Subsidiaries, their operations and all other matters that such Partner may wish to examine, including all documentation relating to actual or proposed transactions between the Partnership and any Partner or any Affiliate of a Partner. The Partnership's books of account shall be kept using the method of accounting determined by the General Partner in its sole discretion.

Section 7.2 Reports. The General Partner shall prepare and send to each Partner (at the same time) promptly such financial information of the Partnership as a Partner shall from time to time reasonably request, for any purpose reasonably related to its interest in the Partnership. The General Partner shall, for any purpose reasonably related to a Partner's interest in the Partnership, permit examination and audit of the Partnership's books and records by both the internal and independent auditors of its Partners.

ARTICLE VIII
MANAGEMENT AND VOTING

Section 8.1 Management.

(a) The General Partner shall conduct, direct, manage and control the business of the Partnership. Except as otherwise expressly provided in this Agreement, including Section 8.1(b) below, all management powers over the business and affairs of the Partnership shall be exclusively vested in the General Partner, and no Limited Partner shall have any management power or control over the business and affairs of the Partnership. In addition to the powers now or hereafter granted a general partner of a limited partnership under the Act or which are granted to the General Partner under any other provision of this Agreement, the General Partner, subject to Section 8.2, shall have full power and authority to do all things on such terms as it, in its sole discretion, may deem necessary or appropriate to conduct the business of the Partnership and to effectuate the purposes set forth in Section 2.4. The Partnership shall reimburse the General Partner, on a monthly basis or such other basis as the General Partner may determine, for all direct and indirect costs and expenses incurred by the General Partner or payments made by the General Partner, in its capacity as the general partner of the Partnership, for and on behalf of the Partnership.

(b) The General Partner may appoint one or more individuals to manage the day-to-day business affairs of the Partnership (the "***Officers***"). The Officers shall serve at the pleasure

of the General Partner. To the extent delegated by the General Partner, the Officers shall have the authority to act on behalf of, bind and execute and deliver documents in the name and on behalf of the Partnership. Unless otherwise specified by the General Partner, such Officers shall have such authority and responsibility in respect of the Partnership as is generally attributable to holders of such offices in business corporations incorporated under the laws of the State of Delaware. In addition, the General Partner may designate such other Persons to act as agents of the Partnership as the General Partner shall determine, and the actions of such other Persons taken in such capacity and in accordance with this Agreement shall bind the Partnership to the same extent the General Partner is authorized to bind the Partnership.

Section 8.2 Matters Constituting Unanimous Approval Matters. Notwithstanding anything in this Agreement or the Act to the contrary, and subject to the provisions of Section 8.3(c), each of the following matters, and only the following matters, shall constitute a "***Unanimous Approval Matter***" that requires the prior approval of all of the Partners pursuant to Section 8.3(c):

(a) any merger, consolidation, reorganization or similar transaction between or among the Partnership and any Person (other than a transaction between the Partnership and a direct or indirect wholly owned Subsidiary of the Partnership) or any sale or lease of all or substantially all of the Partnership's assets to any Person (other than a direct or indirect wholly owned Subsidiary of the Partnership);

(b) the creation of any new class of Partnership Interests or Voting Interests, the issuance of any additional Partnership Interests or Voting Interests or the issuance of any security that is convertible into or exchangeable for a Partnership Interest or Voting Interest;

(c) the admission or withdrawal of any Person as a Partner other than pursuant to (i) the third sentence of Section 9.2, (ii) Section 9.4 or (iii) any transfer of Partnership Interests pursuant to Section 9.1(b), as applicable;

(d) the commencement of a voluntary case with respect to the Partnership or any of its Subsidiaries under any applicable bankruptcy, insolvency or other similar Applicable Law now or hereafter in effect, or the consent to the entry of an order for relief in an involuntary case under any such Applicable Law, or the consent to the appointment of or the taking possession by a receiver, liquidator, assignee, custodian, trustee or sequestrator (or similar official) of the Partnership or any of its Subsidiaries or for any substantial part of the Partnership's or any of its Subsidiaries' property, or the making of any general assignment for the benefit of creditors;

(e) the modification, alteration or amendment of the amount, timing, frequency or method of calculation of distributions to the Partners from that provided in Article VI;

(f) (i) the approval of any distribution by the Partnership to the Partners of any assets in kind (other than cash or cash equivalents), (ii) the approval of any distribution by the Partnership to the Partners of cash or property in kind on a non-pro rata basis and (iii) the determination of the value assigned to distributions of property in kind;

(g) other than as provided in Section 4.2, the making of any additional Capital Contributions to the Partnership; and

(h) any other provision of this Agreement expressly requiring the approval, consent or other form of authorization of all of the Partners.

Section 8.3 Meetings and Voting.

(a) Representatives. For purposes of this Article VIII, each Partner shall be represented by a designated representative (each, a "***Representative***"), who shall be appointed by, and may be removed with or without cause by, the Partner that designated such Person. Each Representative shall have the full authority to act on behalf of the Partner that designated such Representative. To the fullest extent permitted by Applicable Law, each Representative shall be deemed the agent of the Partner that appointed such Representative, and such Representative shall not be an agent of the Partnership or the other Partners. The action of a Representative at a meeting of the Partners (or through a written consent) shall bind the Partner that designated such Representative, and the other Partners shall be entitled to rely upon such action without further inquiry or investigation as to the actual authority (or lack thereof) of such Representative.

(b) Meetings and Voting. Meetings of Partners shall be at such times and locations as the General Partner shall determine in its sole discretion. The General Partner shall provide notice to the Limited Partners of any meetings of Partners in any manner that it deems reasonable and appropriate under the circumstances. The holders of a majority of the outstanding Voting Interests for which a meeting has been called (including Voting Interests owned by the General Partner) represented in person or by proxy shall constitute a quorum at a meeting of Partners unless any such action by the Partners requires approval by holders of a greater percentage of the outstanding Voting Interests, in which case the quorum shall be such greater percentage of the outstanding Voting Interests. At any meeting of the Partners duly called and held in accordance with this Agreement at which a quorum is present, the act of Partners holding Voting Interests that, in the aggregate, represent a majority of the Voting Interests of those present in person or by proxy at such meeting shall be deemed to constitute the act of all Partners, unless a greater or different percentage is required with respect to such action under the provisions of this Agreement, in which case the act of the Partners holding Voting Interests that in the aggregate represent at least such greater or different percentage shall be required; *provided*, *however*, that if, as a matter of Applicable Law or amendment to this Agreement, approval by plurality vote of Partners is required to approve any action, no minimum quorum shall be required. The Partners present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal of enough Partners to leave less than a quorum, if any action taken (other than adjournment) is approved by Partners holding the required Voting Interests specified in this Agreement. In the absence of a quorum, any meeting

of Partners may be adjourned from time to time by the affirmative vote of Partners with at least a majority of the Voting Interests entitled to vote at such meeting (including Voting Interests owned by the General Partner) represented either in person or by proxy, but no other business may be transacted.

(c) Unanimous Approval Matters. All Unanimous Approval Matters shall be approved by the unanimous affirmative vote or written consent of all of the Partners. Each Partner acknowledges and agrees that all references in this Agreement to any approval, consent or other form of authorization by "all Partners," "each of the Partners" or similar phrases shall be deemed to mean that such approval, consent or other form of authorization shall constitute a Unanimous Approval Matter that requires the unanimous approval of all of the Partners in accordance with this Section 8.3(c).

(d) Action Without a Meeting. Any action that may be taken at a meeting of the Partners may be taken without a meeting if an approval in writing setting forth the action so taken is signed by the Partners owning, in the aggregate, not less than the minimum Percentage Voting Interest that would be necessary to authorize or take such action at a meeting at which all of the Partners were present and voted. Prompt notice of the taking of action without a meeting shall be given to the Partners who have not approved such action in writing.

Section 8.4 Reliance by Third Parties. Persons dealing with the Partnership are entitled to rely conclusively upon the power and authority of the General Partner set forth in this Agreement. Neither a Limited Partner nor its Representative shall have the authority to bind the Partnership or any of its Subsidiaries.

ARTICLE IX
TRANSFERS OF PARTNERSHIP INTERESTS AND VOTING INTERESTS

Section 9.1 Restrictions on Transfers.

(a) General. Except as expressly provided by this Article IX, no Partner shall transfer all or any part of its Partnership Interests or Voting Interests to any Person without first obtaining the written approval of each of the other Partners, which approval may be granted or withheld in their sole discretion; *provided*, *however*, that any Partner may transfer any of its Partnership Interests and/or Voting Interests to an Affiliate of such Partner without first obtaining the written approval of each of the other Partners. To the extent that a Partner transfers any of its Partnership Interests to a Person pursuant to this Section 9.1(a), a proportionate percentage of such Partner's Voting Interests (based on such Partner's then-current Percentage Voting Interests relative to its then-current Percentage Equity Interests) shall be deemed to have been automatically transferred to such Person concurrently therewith. Exhibit A shall be amended without further action by the Partners to reflect any change in the Partnership Interests or Voting Interests of the Partners made pursuant to this Section 9.1(a).

(b) Transfer by Operation of Law. Notwithstanding anything in Section 9.1(a) to the contrary, in the event a Partner shall be party to a merger, consolidation or similar business combination transaction with another Person or sell all or substantially all its assets to another Person, such Partner may transfer all or part of its Partnership Interests and Voting Interests to such other Person without the approval of any other Partner.

(c) Re-Designation as General Partner Interest. To the extent that a Limited Partner transfers any of its Limited Partner Interest to the General Partner, such Limited Partner Interest shall, automatically and without further action by any Person, be re-designated as a General Partner Interest as of the effective date of such transfer.

(d) Consequences of an Unpermitted Transfer. Any transfer of a Partner's Partnership Interests or Voting Interests in violation of the applicable provisions of this Agreement shall, to the fullest extent permitted by law, be null and void *ab initio*.

Section 9.2 Conditions for Admission. No transferee of all or a portion of the Partnership Interests of any Partner shall be admitted as a Partner hereunder unless such Partnership Interests are transferred in compliance with the applicable provisions of this Agreement. Each such transferee shall have executed and delivered to the Partnership such instruments as the General Partner deems necessary or appropriate in its sole discretion to effectuate the admission of such transferee as a Partner and to confirm the agreement of such transferee to be bound by all the terms and provisions of this Agreement. The admission of a transferee shall be effective immediately prior to such transfer and, immediately following such admission, the transferor shall cease to be a Partner (to the extent it transferred its entire Partnership Interest). If the General Partner transfers its entire General Partner Interest in the Partnership, the transferee General Partner, to the extent admitted as a substitute General Partner, is hereby authorized to, and shall, continue the Partnership without dissolution.

Section 9.3 Allocations and Distributions. Subject to applicable Regulations, upon the transfer of all the Partnership Interests of a Partner as herein provided, the Profit or Loss of the Partnership attributable to the Partnership Interests so transferred for the Fiscal Year in which such transfer occurs shall be allocated between the transferor and transferee as of the effective date of the assignment, and such allocation shall be based upon any permissible method agreed to by the Partners that is provided for in Code Section 706 and the Regulations issued thereunder.

Section 9.4 Restriction on Resignation or Withdrawal. Except in connection with a transfer permitted pursuant to Section 9.1 or as contemplated by Section 12.1, no Partner shall withdraw from the Partnership without the consent of each of the other Partners. To the extent permitted by law, any purported withdrawal from the Partnership in violation of this Section 9.4 shall be null and void *ab initio*.

ARTICLE X
LIABILITY, EXCULPATION AND INDEMNIFICATION

Section 10.1 Liability for Partnership Obligations. Except as otherwise required by the Act, the Liabilities of the Partnership shall be solely the Liabilities of the Partnership, and no Covered Person (other than the General Partner) shall be obligated personally for any such Liability of the Partnership solely by reason of being a Covered Person.

Section 10.2 Disclaimer of Duties and Exculpation.

(a) Except as otherwise expressly provided in this Agreement, to the fullest extent permitted by law, no Covered Person shall have any duty (fiduciary or otherwise) or obligation to the Partnership, the Partners or to any other Person bound by this Agreement, and in taking, or refraining from taking, any action required or permitted under this Agreement or under Applicable Law, each Covered Person shall be entitled to consider only such interests and factors as such Covered Person deems advisable, including its own interests, and need not consider any interest of or factors affecting, any other Covered Person or the Partnership notwithstanding any duty otherwise existing at law or in equity. To the extent that a Covered Person is required or permitted under this Agreement to act in "good faith" or under another express standard, such Covered Person shall act under such express standard and shall not be subject to any other or different standard under this Agreement or otherwise existing under Applicable Law or in equity.

(b) The provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and Liabilities of a Covered Person otherwise existing under Applicable Law or in equity, are agreed by the Partners to replace such other duties and Liabilities of such Covered Person in their entirety, and no Covered Person shall be liable to the Partnership, the Partners or any other Person bound by this Agreement for its good faith reliance on the provisions of this Agreement.

(c) To the fullest extent permitted by law, no Covered Person shall be liable to the Partnership, the Partners or any other Person bound by this Agreement for any cost, expense, loss, damage, claim or Liability incurred by reason of any act or omission performed or omitted by such Covered Person in such capacity, whether or not such Person continues to be a Covered Person at the time of such cost, expense, loss, damage, claim or Liability is incurred or imposed, if the Covered Person acted in good faith reliance on the provisions of this Agreement, and, with respect to any criminal action or proceeding, such Covered Person had no reasonable cause to believe its conduct was unlawful.

(d) A Covered Person shall be fully protected from liability to the Partnership, the Partners and any other Person bound by this Agreement in acting or refraining from acting in good faith reliance upon the records of the Partnership and such other information, opinions, reports or statements presented to the Partnership by any Person as to any matters the Covered Person reasonably believes are within such other Person's professional or expert competence and

who has been selected with reasonable care by or on behalf of the Partnership, including information, opinions, reports or statements as to the value and amount of the assets, Liabilities, Profits and Losses of the Partnership.

Section 10.3 Indemnification.

(a) To the fullest extent permitted by law but subject to the limitations expressly provided in this Agreement, all Covered Persons shall be indemnified and held harmless by the Partnership from and against any and all losses, claims, damages, liabilities, joint or several, expenses (including legal fees and expenses), judgments, fines, penalties, interest, settlements or other amounts arising from any and all threatened, pending or completed claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative, and whether formal or informal and including appeals, in which any Covered Person may be involved, or is threatened to be involved, as a party or otherwise, by reason of its status as a Covered Person and acting (or refraining to act) in such capacity on behalf of or for the benefit of the Partnership; provided, that the Covered Person shall not be indemnified and held harmless pursuant to this Agreement if there has been a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in respect of the matter for which the Covered Person is seeking indemnification pursuant to this Agreement, the Covered Person acted in bad faith or engaged in intentional fraud, willful misconduct or, in the case of a criminal matter, acted with knowledge that the Covered Person's conduct was unlawful. Any indemnification pursuant to this Section 10.3 shall be made only out of the assets of the Partnership, it being agreed that the General Partner shall not be personally liable for such indemnification and shall have no obligation to contribute or loan any monies or property to the Partnership to enable it to effectuate such indemnification.

(b) To the fullest extent permitted by law, expenses (including legal fees and expenses) incurred by a Covered Person who is indemnified pursuant to Section 10.3(a) in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Partnership prior to a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in respect of the matter for which the Covered Person is seeking indemnification pursuant to this Section 10.3, the Covered Person is not entitled to be indemnified upon receipt by the Partnership of any undertaking by or on behalf of the Covered Person to repay such amount if it shall be ultimately determined that the Covered Person is not entitled to be indemnified as authorized by this Section 10.3.

(c) The indemnification provided by this Section 10.3 shall be in addition to any other rights to which a Covered Person may be entitled under any agreement, as a matter of law, in equity or otherwise, both as to actions in the Covered Person's capacity as a Covered Person and as to actions in any other capacity, and shall continue as to a Covered Person who has ceased to serve in such capacity and shall inure to the benefit of the heirs, successors, assigns and administrators of the Covered Person.

ARTICLE XI
CONFLICTS OF INTEREST

Section 11.1 Transactions with Affiliates. The Partnership and its Subsidiaries shall be permitted to enter into or renew or extend the term of any agreement or transaction with a Partner or an Affiliate of a Partner on such terms and conditions as the General Partner shall approve in its sole discretion, without the approval of any Limited Partner.

Section 11.2 Outside Activities. To the fullest extent permitted by law, notwithstanding anything to the contrary in this Agreement or any duty otherwise existing at law or in equity, (a) the engaging in activities by any Covered Person that are competitive with the business of the Partnership is hereby approved by all Partners, (b) it shall be deemed not to be a breach of any fiduciary duty or any other duty or obligation of a Partner under this Agreement or otherwise existing under Applicable Law or in equity for such Covered Person to engage in such activities in preference to or to the exclusion of the Partnership, (c) a Covered Person shall have no obligation under this Agreement or as a result of any duty (including any fiduciary duty) otherwise existing under Applicable Law or in equity, to present business opportunities to the Partnership and (d) the doctrine of corporate opportunity, or any analogous doctrine, shall not apply to any Covered Person, provided such Covered Person does not engage in such activity as a result of or using confidential or proprietary information provided by or on behalf of the Partnership to such Covered Person.

ARTICLE XII
DISSOLUTION AND TERMINATION

Section 12.1 Dissolution. The Partnership shall be dissolved and its business and affairs wound up upon the earliest to occur of any one of the following events:

(a) at any time there are no Limited Partners of the Partnership, unless the business of the Partnership is continued in accordance with the Act;

(b) the written consent of all the Partners;

(c) an “event of withdrawal” (as defined in the Act) of the General Partner; or

(d) the entry of a decree of judicial dissolution of the Partnership pursuant to Section 17-802 of the Act.

Notwithstanding the foregoing, the Partnership shall not be dissolved and its business and affairs shall not be wound up upon the occurrence of any event specified in clause (c) above if, at the time of occurrence of such event, there is at least one remaining General Partner (who is hereby authorized to, and shall, carry on the business of the Partnership) and at least one Limited Partner, or if within ninety (90) days after the date on which such event occurs, the remaining Partners elect in writing to continue the business of the Partnership and to the appointment,

effective as of the date of such event, if required, of one or more additional General Partners of the Partnership. Except as provided in this paragraph, and to the fullest extent permitted by the Act, the occurrence of an event that causes a Partner to cease to be a Partner of the Partnership shall not, in and of itself, cause the Partnership to be dissolved or its business or affairs to be wound up, and upon the occurrence of such an event, the business of the Partnership shall, to the extent permitted by the Act, continue without dissolution.

Section 12.2 Winding Up of Partnership. Upon dissolution, the Partnership's business shall be wound up in an orderly manner. The General Partner shall (unless the General Partner (or, if no General Partner, the remaining Limited Partners) elects to appoint a liquidating trustee) wind up the affairs of the Partnership pursuant to this Agreement. In winding up the Partnership, the General Partner or liquidating trustee is authorized to sell, distribute, exchange or otherwise dispose of the assets of the Partnership in accordance with the Act and in any reasonable manner that the General Partner or liquidating trustee shall determine to be in the best interest of the Partners or their successors-in-interest. The General Partner or liquidating trustee shall take full account of the Partnership's Liabilities and Property and shall cause the Property or the proceeds from the sale thereof, to the extent sufficient therefor, to be applied and distributed, to the maximum extent permitted by Applicable Law, in the following order:

(a) First, to creditors, including Partners who are creditors, to the extent permitted by law, in satisfaction of all of the Partnership's Liabilities (whether by payment or the making of reasonable provision for payment thereof to the extent required by Section 17-804 of the Act), other than Liabilities for distribution to Partners under Section 17-601 or 17-604 of the Act;

(b) Second, to the Partners and former Partners of the Partnership in satisfaction of Liabilities for distributions under Sections 17-601 or 17-604 of the Act; and

(c) The balance, if any, to the Partners in accordance with the positive balance in their respective Capital Accounts, after giving effect to all contributions, distributions and allocations for all periods.

Section 12.3 Compliance with Certain Requirements of Regulations; Deficit Capital Accounts. In the event the Partnership is "liquidated" within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g), distributions shall be made pursuant to this Article XII to the Partners who have positive Capital Accounts in compliance with Regulations Section 1.704- 1(b)(2)(ii)(b)(2). If any Partner has a deficit balance in its Capital Account (after giving effect to all contributions, distributions and allocations for all Allocation Years, including the Allocation Year during which such liquidation occurs), such Partner shall have no obligation to make any contribution to the capital of the Partnership with respect to such deficit, and such deficit shall not be considered a debt owed to the Partnership or to any other Person for any purpose whatsoever.

Section 12.4 Deemed Distribution and Recontribution. Notwithstanding any other provision of this Article XII, in the event the Partnership is liquidated within the meaning of

Regulations Section 1.704-1(b)(2)(ii)(g) but no actual dissolution and winding up under the Act has occurred, the Property shall not be liquidated, the Partnership's debts and other Liabilities shall not be paid or discharged, and the Partnership's affairs shall not be wound up. Instead, solely for federal income tax purposes, the Partnership shall be deemed to have contributed all its Property and Liabilities to a new limited partnership in exchange for an interest in such new limited partnership and, immediately thereafter, the Partnership will be deemed to liquidate by distributing interests in the new limited partnership to the Partners.

Section 12.5 Distribution of Property . In the event the General Partner determines that it is necessary in connection with the winding up of the Partnership to make a distribution of property in kind, such property shall be transferred and conveyed to the Partners so as to vest in each of them as a tenant in common an undivided interest in the whole of such property, but otherwise in accordance with Section 12.3.

Section 12.6 Termination of Partnership . The Partnership shall terminate when all assets of the Partnership, after payment of or due provision for all Liabilities of the Partnership, shall have been distributed to the Partners in the manner provided for in this Agreement, and the Certificate shall have been canceled in the manner provided by the Act.

ARTICLE XIII
MISCELLANEOUS

Section 13.1 Notices . Any notice, consent or approval to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered: (a) personally by a reputable courier service that requires a signature upon delivery; (b) by mailing the same via registered or certified first-class mail, postage prepaid, return receipt requested; or (c) by telecopying or transmitting by electronic mail the same with receipt confirmation to the intended recipient. Any such writing will be deemed to have been given: (i) as of the date of personal delivery via courier as described above; (ii) as of the third calendar day after depositing the same into the custody of the postal service as evidenced by the date-stamped receipt issued upon deposit of the same into the mails as described above; and (iii) as of the date and time electronically transmitted in the case of telecopy or electronic mail delivery as described above, in each case addressed to the intended party at the address set forth on Exhibit A. Any Partner may designate different addresses or telephone numbers by notice to the other Partners.

Section 13.2 Integration . This Agreement constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

Section 13.3 Assignment . To the fullest extent permitted by law, a Partner shall not assign all or any of its rights, obligations or benefits under this Agreement to any other Person otherwise than (a) in connection with a transfer of its Partnership Interests and Voting Interests pursuant to Article IX or (ii) with the prior written consent of each of the other Partners, which

consent may be withheld in such Partner's sole discretion, and any attempted assignment not in compliance with Article IX or this Section 13.3 shall, to the fullest extent permitted by law, be null and void *ab initio*.

Section 13.4 Parties in Interest . This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

Section 13.5 Counterparts . This Agreement may be executed in counterparts, all of which together shall constitute an agreement binding on all the parties hereto, notwithstanding that all such parties are not signatories to the original or the same counterpart.

Section 13.6 Amendment; Waiver . Subject to Section 2.2, this Agreement may not be amended except in a written instrument signed by each of the Partners and expressly stating it is an amendment to this Agreement. Any failure or delay on the part of any Partner in exercising any power or right hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise of any such right or power preclude any other or further exercise thereof or the exercise of any other right or power hereunder or otherwise available under Applicable Law or in equity.

Section 13.7 Severability . If any term, provision, covenant, or restriction in this Agreement or the application thereof to any Person or circumstance, at any time or to any extent, is held by a court of competent jurisdiction or other Governmental Authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement (or the application of such provision in other jurisdictions or to Persons or circumstances other than those to which it was held invalid or unenforceable) shall in no way be affected, impaired or invalidated, and to the extent permitted by Applicable Law, any such term, provision, covenant or restriction shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the Partners prior to the determination of such invalidity or unenforceability.

Section 13.8 Governing Law . THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICTS OF LAW THEREOF. ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM OR PROCEEDING RELATED TO OR ARISING OUT OF THIS AGREEMENT, OR ANY TRANSACTION OR CONDUCT IN CONNECTION HEREWITH, IS HEREBY WAIVED BY EACH OF THE PARTNERS.

Section 13.9 No Bill for Accounting . To the fullest extent permitted by law, in no event shall any Partner have any right to file a bill for an accounting or any similar proceeding.

Section 13.10 Waiver of Partition . Each Partner hereby waives any right to partition of the Partnership property.

Section 13.11 Third Parties. Nothing herein expressed or implied is intended or shall be construed to confer upon or give any Person (other than Covered Persons) other than the Partners and their respective successors, legal representatives and permitted assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have signed this Agreement as of the Effective Date.

GENERAL PARTNER:

Hess TGP GP LLC

By: /s/ Jonathan C. Stein
Name: Jonathan C. Stein
Title: Vice President

LIMITED PARTNER:

Hess Infrastructure Partners LP

By: Hess Infrastructure Partners GP, LLC, its general partner

By: /s/ Jonathan C. Stein
Name: Jonathan C. Stein
Title: Chief Financial Officer

Exhibit A

Partner	Percentage Equity Interest	Type of Partnership Interest	Percentage Voting Interest
Hess TGP GP LLC	20.0%	General Partner Interest	51%
1501 McKinney Street Houston, Texas 77010			
Attention: Email:			
Hess Infrastructure Partners LP	80.0%	Limited Partner Interest	49%
c/o Hess Corporation 1185 Avenue of the Americas New York, New York 10036			
Attention: Email:			

Exhibit 10.6

Execution Version

SECOND AMENDED AND RESTATED

AGREEMENT OF LIMITED PARTNERSHIP

of

HESS NORTH DAKOTA EXPORT LOGISTICS OPERATIONS LP

Dated as of

April 10, 2017

TABLE OF CONTENTS

Second Amended and Restated

Agreement of Limited Partnership

of

Hess North Dakota Export Logistics Operations LP

This Second Amended and Restated Agreement of Limited Partnership of Hess North Dakota Export Logistics Operations LP, a Delaware limited partnership (the "***Partnership***"), effective as of April 10, 2017 (the "***Effective Date***"), is entered into by and between Hess North Dakota Export Logistics GP LLC, a Delaware limited liability company ("***Export Logistics GP***"), as the General Partner, and Hess Infrastructure Partners LP, a Delaware limited partnership ("***HIP***"), as the Limited Partner.

WHEREAS, the Partnership was previously formed as a limited partnership and was governed by the Agreement of Limited Partnership of the Partnership, dated as of November 3, 2014 (the "***Original Agreement***");

WHEREAS, the Original Agreement was amended and restated by that certain Amended and Restated Agreement of Limited Partnership of the Partnership dated as of September 16, 2015 (the "***Current Agreement***"); and

WHEREAS, the General Partner and the Limited Partner desire to amend and restate the Current Agreement in its entirety pursuant to the terms hereof.

NOW THEREFORE, in consideration of the covenants, conditions and agreements contained herein, the parties hereto hereby amend and restate the Current Agreement in its entirety and agree as follows:

ARTICLE I
DEFINITIONS AND CONSTRUCTION

Section 1.1 Definitions. The following terms have the following meanings when used in this Agreement.

"***Act***" means the Delaware Revised Uniform Limited Partnership Act, 6 Del. C. § 17-101 *et seq.*, as amended, supplemented or restated from time to time, and any successor to such statute.

"***Additional Rolling Stock***" means, to the extent owned by and transferrable from HIP LP or its subsidiaries at the time of a request by Logistics GP as described in Section 5.3 of the Contribution Agreement, (i) the 956 crude oil rail cars constructed to American Association of Railroads Petition 1577 (CPC-1232) standards owned by Hess Tank Cars LLC, a Delaware limited liability company, as of the Effective Date, (ii) any rail cars exchanged for the rail cars described in the foregoing clause (i), or (iii) any other consideration received for the rail cars described in the foregoing clauses (i) or (ii).

"***Adjusted Capital Account***" means, with respect to any Partner, the balance in such Partner's Capital Account as of the end of the relevant Allocation Year, after giving effect to the following adjustments:

(i) credit to such Capital Account any amounts which such Partner is deemed obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

(ii) debit to such Capital Account the items described in Regulations Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) and 1.704-1(b)(2)(ii)(d)(6).

The foregoing definition of Adjusted Capital Account is intended to comply with the provisions of Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

"***Adjusted Capital Account Deficit***" means, with respect to any Partner, the deficit balance, if any, in such Partner's Adjusted Capital Account as of the end of the relevant Allocation Year.

"***Affiliate***" means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with, the Person in question. As used herein, the term "***control***" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

"***Agreement***" means this Second Amended and Restated Agreement of Limited Partnership of Hess North Dakota Export Logistics Operations LP, as amended from time to time.

"***Allocation Year***" means (a) each calendar year ending on December 31 or (b) any portion thereof for which the Partnership is required to allocate Profits, Losses and other items of Partnership income, gain, loss or deduction pursuant to Article V.

"***Applicable Law***" means any applicable statute, law, regulation, ordinance, rule, judgment, rule of law, order, decree, permit, approval, concession, grant, franchise, license, agreement, requirement or other governmental restriction or any similar form of decision of, or any provision or condition of any permit, license or other operating authorization issued under any of the foregoing by or any determination by any Governmental Authority having or asserting jurisdiction over the matter or matters in question, whether now or hereafter in effect and in each case as amended (including all of the terms and provisions of the common law of such Governmental Authority), as interpreted and enforced at the time in question.

"***Calculation Agent***" means Hess Infrastructure Partners LP or any other successor appointed by the Partnership, acting as calculation agent.

"***Capital Account***" means, with respect to any Partner, the Capital Account established and maintained for such Partner in accordance with the following provisions:

(i) to each Partner's Capital Account there shall be credited (A) such Partner's Capital Contributions, (B) such Partner's distributive share of Profits and any items in the nature of income or gain that are specially allocated to such Partner pursuant to Section 5.3 or Section 5.4 and (C) the amount of any Liabilities of the Partnership assumed by such Partner or that are secured by any Property distributed to such Partner;

(ii) to each Partner's Capital Account there shall be debited (A) the amount of cash and the Gross Asset Value of any Partnership Property distributed to such Partner pursuant to any provision of this Agreement, (B) such Partner's distributive share of Losses and any items in the nature of deduction, expense or loss which are specially allocated to such Partner pursuant to Section 5.3 or Section 5.4 and (C) the amount of any Liabilities of such Partner assumed by the Partnership or that are secured by any Property contributed by such Partner to the Partnership;

(iii) in the event a Partnership Interest is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred interest; and

(iv) in determining the amount of any Liability for purposes of subparagraphs (i) and (ii) above there shall be taken into account Code Section 752(c) and any other applicable provisions of the Code and Regulations.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Regulations. In the event the Tax Matters Partner shall determine in good faith and on a commercially reasonable basis that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto, are computed in order to comply with such Regulations, the Tax Matters Partner may make such modification, provided that the Tax Matters Partner promptly gives each other Partner written notice of such modification. The Tax Matters Partner also shall, in good faith and on a commercially reasonable basis, (A) make any adjustments to the Capital Accounts that are necessary or appropriate to maintain equality between the aggregate Capital Accounts of the Partners and the amount of capital reflected on the Partnership's balance sheet, as computed for book purposes, in accordance with Regulations Section 1.704-1(b)(2)(iv)(q) and (B) make any appropriate modifications to the Capital Accounts in the event unanticipated events might otherwise cause this Agreement not to comply with Regulations Section 1.704-1(b).

"***Capital Contributions***" means, with respect to any Partner, the amount of cash, cash equivalents or the initial Gross Asset Value of any Property (other than cash) contributed or deemed contributed to the Partnership by such Partner.

"***Capital Lease***" means any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as a capital lease on a consolidated balance sheet of the Partnership and its subsidiaries in accordance with GAAP.

"***Capital Request***" has the meaning set forth in Section 4.2(b)(vi).

"***Certificate***" means the certificate of limited partnership of the Partnership filed with the Secretary of State of the State of Delaware in accordance with the Act, as amended from time to time.

"***Code***" means the Internal Revenue Code of 1986, as amended and in effect from time to time. Any reference herein to a specific section or sections of the Code shall be deemed to include a reference to any corresponding provision of any successor law.

"***Completion Funding Obligation***" means the obligation of HIP to fund certain Uncompleted Projects (as defined in the Contribution Agreement) set forth in Article V of the Contribution Agreement.

"***Contribution Agreement***" means that certain Contribution, Conveyance and Assumption Agreement, dated as of the Effective Date, by and among Hess Midstream Partners, the General Partner, the Partnership and the other parties thereto.

"***Covered Person***" means any Partner, any Affiliate of a Partner or any officers, directors, shareholders, members, partners, employees, representatives or agents of a Partner or their respective Affiliates, any Representative, or any employee, officer or agent of the Partnership or its Subsidiaries.

"***Depreciation***" means, for each Allocation Year, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such Allocation Year for federal income tax purposes, except that (i) if the Gross Asset Value of an asset differs from its adjusted tax basis for federal income tax purposes at the beginning of such Allocation Year and such difference is being eliminated by use of the "remedial allocation method" as defined in Regulations Section 1.704-3(d), Depreciation for such Allocation Year shall equal the amount of book basis recovered for such period under the rules prescribed in Regulations Section 1.704-3(d) and (ii) with respect to any other asset whose Gross Asset Value differs from its adjusted tax basis for federal income tax purposes at the beginning of such Allocation Year, Depreciation shall be an amount that bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization or other cost recovery deduction for such Allocation Year bears to such beginning adjusted tax basis; *provided, however,* that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Allocation Year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the General Partner.

"***Designated LIBOR Page***" means the display on Reuters, or any successor service, on page LIBOR01, or any other page as may replace that page on that service, for the purpose of displaying the London Interbank rates for U.S. dollars.

"***Disregarded Entity***" means an entity that is disregarded as an entity separate from its owner pursuant to Regulations Section 301-7701-3(b)(1)(ii).

"***Distributable Cash***" means, with respect to any Quarter: (i) the sum of all cash and cash equivalents of the Partnership and its Subsidiaries on hand at the end of such Quarter; less (ii) the amount of cash reserves, if any, established by the General Partner in its sole discretion to (A) provide for the proper conduct of the business of the Partnership and its Subsidiaries (including reserves for future capital or operating expenditures and for anticipated future credit needs of the Partnership and its Subsidiaries or to make distributions with respect to Excess Capital pursuant to Section 6.2) subsequent to such Quarter; or (B) comply with Applicable Law or any loan agreement, security agreement, mortgage, debt instrument or other agreement or obligation to which the Partnership or any of its Subsidiaries is a party or by which any of them is bound or any of their respective assets are subject.

"***Effective Date***" has the meaning set forth in the Preamble.

"***Excess Capital***" means, with respect to any Partner for any relevant Quarter, the excess, if any, of (i) such Partner's Excess Capital Contributions, over (ii) the aggregate amount of distributions made to such Partner pursuant to Section 6.2.

"***Excess Capital Contributions***" has the meaning set forth in Section 4.2(b)(vi).

"***Excess Capital Priority Return***" means, with respect to any Partner for any relevant Quarter, an amount equal to the product of (i) the sum of (x) LIBOR determined for the LIBOR Determination Date with respect to such Quarter *plus* (y) 1.275% *times* (ii) the weighted average balance of such Partner's Excess Capital for such Quarter.

"***Export Logistics GP***" has the meaning set forth in the Preamble.

"***Fiscal Year***" means a calendar year.

"***Full Participant***" has the meaning set forth in Section 4.2(b)(vi).

"***GAAP***" means generally accepted accounting principles in the United States.

"***General Partner***" means Export Logistics GP and its successors and permitted assigns that are admitted to the Partnership as general partner and any additional general partner of the Partnership, each in its capacity as general partner of the Partnership.

"***General Partner Interest***" means the equity interest of the General Partner in the Partnership including, without limitation, any and all economic rights, powers and benefits to which the General Partner is entitled as provided in this Agreement, together with all obligations

of the General Partner (as the holder of the General Partner Interest) to comply with the terms and provisions of this Agreement. For the avoidance of doubt, the General Partner Interest does not include any Voting Interests held by the General Partner.

"***Governmental Authority***" means any federal, state, local or foreign government or any provincial, departmental or other political subdivision thereof, or any entity, body or authority exercising executive, legislative, judicial, regulatory, administrative or other governmental functions or any court, department, commission, board, bureau, agency, instrumentality or administrative body of any of the foregoing.

"***Gross Asset Value***" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(i) the initial Gross Asset Value of any Property contributed by a Partner to the Partnership shall be the gross fair market value of such asset as agreed to by each Partner or, in the absence of any such agreement, as determined by the General Partner, *provided* that the initial Gross Asset Value of the Logistics Assets shall not be adjusted as a result of payment by HIP in discharge of its Completion Funding Obligation;

(ii) the Gross Asset Values of all items of Property shall be adjusted to equal their respective fair market values as determined by the General Partner as of the following times: (A) the acquisition of an additional interest in the Partnership by any new or existing Partner in exchange for more than a *de minimis* Capital Contribution, *provided* that no adjustment to Gross Asset Values shall be made in connection with the making of any Capital Contributions by the Partners that do not result in an adjustment to the Percentage Equity Interests of the Partners, (B) the distribution by the Partnership to a Partner of more than a *de minimis* amount of Property as consideration for an interest in the Partnership, (C) the issuance of additional Partnership Interests as consideration for the provision of services, (D) the liquidation of the Partnership within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g) (other than pursuant to Section 708(b)(1)(B) of the Code), (E) the issuance of a Noncompensatory Option, or (F) any other event to the extent determined by the Partners to be necessary to properly reflect the Gross Asset Values in accordance with the standards set forth in Regulations Section 1.704-1(b)(2)(iv)(q); *provided*, *however*, that in the event of the issuance of an interest in the Partnership pursuant to the exercise of a Noncompensatory Option where the right to share in Partnership capital represented by the Partnership Interest differs from the consideration paid to acquire and exercise the Noncompensatory Option, the Gross Asset Value of each Partnership asset immediately after the issuance of the Partnership Interest shall be adjusted upward or downward to reflect any unrealized gain or unrealized loss attributable to the Partnership asset and the Capital Accounts of the Partners shall be adjusted in a manner consistent with Regulations Section 1.704-1(b)(2)(iv)(s); *provided further* that if any Noncompensatory Options are outstanding upon the occurrence of an event described in this paragraph (ii)(A) through (ii)(F), the Partnership shall adjust the Gross Asset Values of its properties in accordance with Treasury Regulations Sections 1.704-1(b)(2)(iv)(f)(1) and 1.704-1(b)(2)(iv)(h)(2);

(iii) the Gross Asset Value of any item of Property distributed to any Partner shall be adjusted to equal the fair market value of such item on the date of distribution as determined by the General Partner; and

(iv) the Gross Asset Value of each item of Property shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Sections 734(b) or 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m) and subparagraph (vi) of the definition of Profits and Losses; *provided, however,* that Gross Asset Values shall not be adjusted pursuant to this subparagraph (iv) to the extent that an adjustment pursuant to subparagraph (ii) above is required in connection with a transaction that would otherwise result in an adjustment pursuant to this subparagraph (iv).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to subparagraph (i), subparagraph (ii) or subparagraph (iv) above, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

"***Guarantees***" by any Person means any obligation, contingent or otherwise, of such Person directly or indirectly guaranteeing any Indebtedness or other obligation of any other Person or in any manner providing for the payment of any Indebtedness or other obligation of any other Person or otherwise protecting the holder of such Indebtedness or other obligations against loss (whether arising by virtue of organizational agreements, by obtaining letters of credit, by agreement to keep-well, to take-or-pay or to purchase assets, goods, securities or services, or otherwise); *provided, however,* that the term "Guarantee" shall not include endorsements for collection or deposit in the ordinary course of business.

"***Hess Corp.***" means Hess Corporation, a Delaware corporation.

"***Hess Logistics Holdings***" means Hess North Dakota Export Logistics Holdings LLC, a Delaware limited liability company.

"***Hess Logistics LLC***" means Hess North Dakota Export Logistics LLC, a Delaware limited liability company.

"***Hess Midstream Cash Pooling Agreement***" means the Cash Pooling Agreement entered into as of April 10, 2017, by and among Hess Midstream Partners, the Partnership, Hess TGP Operations LP, Hess Mentor Storage Holdings LLC and Hess North Dakota Pipelines Operations LP.

"***Hess Midstream Partners***" means Hess Midstream Partners LP, a Delaware limited partnership.

"***HIP***" has the meaning set forth in the Preamble.

"***Indebtedness***" of any Person means, without duplication, (i) all obligations of such Person for borrowed money or with respect to deposits or advances of any kind, (ii) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (iii) all obligations of such Person upon which interest charges are customarily paid, (iv) all obligations of such Person under conditional sale or other title retention agreements relating to property or assets purchased by such Person, (v) all obligations of such Person issued or assumed as the deferred purchase price of property or services (excluding trade accounts payable, trade advertising and accrued obligations), (vi) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any lien on property owned or acquired by such Person, whether or not the obligations secured thereby have been assumed, (vii) all Guarantees by such Person of Indebtedness of others, (viii) all Capital Lease obligations of such Person, (ix) all obligations of such Person in respect of interest rate protection agreements, foreign currency exchange agreements or other interest rate hedging arrangements and (x) all obligations of such Person as an account party in respect of letters of credit and bankers' acceptances. The Indebtedness of any Person shall include the Indebtedness of any partnership in which such Person is a general partner, other than to the extent that the instrument or agreement evidencing such Indebtedness expressly limits the Liability of such Person in respect thereof.

"***Liability***" means any Indebtedness, obligation or other liability, whether arising under Applicable Law, contract or otherwise, known or unknown, fixed or contingent, real or potential, tangible or intangible, now existing or hereafter arising.

"***LIBOR***" means, for any LIBOR Determination Date, the arithmetic mean of the offered rates for deposits in U.S. dollars for a three-month period commencing on the second London Banking Day immediately following that LIBOR Determination Date that appear on the Designated LIBOR Page as of 11:00 a.m., London time, on that LIBOR Determination Date, if at least two offered rates appear on the Designated LIBOR Page, provided that if the specified Designated LIBOR Page by its terms provides only for a single rate, that single rate will be used. If (i) fewer than two offered rates appear or (ii) no rate appears and the Designated LIBOR Page by its terms provides only for a single rate, then the Calculation Agent will request the principal London offices of each of four major banks in the London interbank market, as selected by the Calculation Agent, to provide the Calculation Agent with its offered quotation for deposits in U.S. dollars for a three-month period commencing on the second London Banking Day immediately following that LIBOR Determination Date to prime banks in the London interbank market at approximately 11:00 a.m., London time, on that LIBOR Determination Date and in a principal amount that is representative of a single transaction in U.S. dollars in that market at that time. If at least two quotations are provided, LIBOR determined on that LIBOR Determination Date will be the arithmetic mean of those quotations. If fewer than two quotations are provided, LIBOR will be the arithmetic mean of the rates quoted at approximately 11:00 a.m., New York City time, on that LIBOR Determination Date by three major banks in New York City selected by the Calculation Agent for loans in U.S. dollars to leading European banks for a three-month period and in a principal amount that is representative of a single transaction in U.S. dollars in that market at that time. If the banks so selected by the Calculation Agent are not quoting as set forth above, LIBOR for that LIBOR Determination Date will remain LIBOR for the immediately

preceding Quarter. All percentages used in or resulting from any calculation of LIBOR will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005% rounded up to 0.00001%. The determination of Three-Month LIBOR for each relevant distribution period by the Calculation Agent will (in the absence of manifest error) be final and binding.

"***LIBOR Determination Date***" means the second London Banking Day immediately preceding the first day of the relevant Quarter.

"***Limited Partner***" means HIP and its successors and permitted assigns that are admitted as a limited partner of the Partnership and each additional Person who becomes a limited partner of the Partnership pursuant to the terms of this Agreement, in each case, in such Person's capacity as a limited partner of the Partnership.

"***Limited Partner Interest***" means the equity interest of a Limited Partner in the Partnership (in its capacity as a limited partner) including, without limitation, any and all economic rights and benefits to which such Limited Partner is entitled as provided in this Agreement, together with all obligations of such Limited Partner (as the holder of a Limited Partner Interest) to comply with the terms and provisions of this Agreement. For the avoidance of doubt, Limited Partner Interests of a Limited Partner do not include any Voting Interests held by such Limited Partner.

"***Logistics Assets***" means the Ramberg Terminal Facility, the Tioga Rail Terminal and all other assets owned, directly or indirectly, by Hess Logistics LLC as of the Effective Date.

"***London Banking Day***" means any day on which commercial banks and foreign exchange markets settle payments in London.

"***Maintenance Capital Expenditures***" has the meaning set forth in the MLP Partnership Agreement.

"***Minimum Gain***" has the meaning set forth in Regulations Sections 1.704-2(b)(2) and 1.704-2(d).

"***MLP Partnership Agreement***" means the Second Amended and Restated Agreement of Limited Partnership of Hess Midstream Partners, dated as of the Effective Date.

"***Noncompensatory Option***" has the meaning set forth in Regulations Section 1.721-2(f).

"***Non-Funding Partner***" has the meaning set forth in Section 4.2(b)(vi).

"***Nonrecourse Deductions***" has the meaning set forth in Regulations Section 1.704-2(b)(1) and 1.704-2(c).

"***Nonrecourse Liability***" has the meaning set forth in Regulations Section 1.704-2(b)(3).

"***Officers***" has the meaning set forth in the Section 8.1(b).

"***Oil Export Finco***" means Hess North Dakota Oil Export Finance Company LLC, a Delaware limited liability company.

"***Other Projects***" has the meaning set forth in the Contribution Agreement.

"***Partner***" means a General Partner or a Limited Partner.

"***Partner Nonrecourse Debt***" has the meaning set forth in Regulations Section 1.704-2(b)(4).

"***Partner Nonrecourse Debt Minimum Gain***" means an amount, with respect to each Partner Nonrecourse Debt, equal to the Minimum Gain that would result if such Partner Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Regulations Section 1.704-2(i)(3).

"***Partner Nonrecourse Deductions***" has the meaning set forth in Regulations Sections 1.704-2(i)(1) and 1.704-2(i)(2).

"***Partnership***" has the meaning set forth in the Preamble.

"***Partnership Interest***" means the entire equity interest of a Partner, including any class or series of equity interest, in the Partnership at any time, which shall include any Limited Partner Interests and the General Partner Interest. For the avoidance of doubt, Voting Interests shall not be considered Partnership Interests for purposes of this Agreement. The Partners' respective Percentage Equity Interests as of the Effective Date are set forth on Exhibit A to this Agreement, as may be amended from time to time in accordance with this Agreement.

"***Percentage Equity Interests***" has the meaning set forth in Section 3.1.

"***Percentage Voting Interests***" has the meaning set forth in Section 3.1.

"***Person***" means an individual or a corporation, firm, limited liability company, partnership, joint venture, trust, estate, unincorporated organization, association, Governmental Authority or political subdivision thereof or other entity.

"***Profits***" and "***Losses***" mean, for each Allocation Year, an amount equal to the Partnership's taxable income or loss for such Allocation Year, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments (without duplication):

(i) the Partnership shall be treated as owning directly its proportionate share (as determined by the General Partner) of any other partnership, limited liability company, unincorporated business or other entity classified as a partnership or disregarded entity for U.S. federal income tax purposes of which the Partnership is, directly or indirectly, a partner, member or other equity-holder;

(ii) any income of the Partnership that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this definition of Profits and Losses shall be added to such taxable income or loss;

(iii) any expenditures of the Partnership described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses pursuant to this definition of Profits and Losses, shall be subtracted from such taxable income or loss;

(iv) in the event the Gross Asset Value of any item of Property is adjusted pursuant to subparagraph (ii) or subparagraph (iii) of the definition of Gross Asset Value, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the Gross Asset Value of the item of Property) or an item of loss (if the adjustment decreases the Gross Asset Value of the item of Property) from the disposition of such asset and shall be taken into account for purposes of computing Profits or Losses;

(v) gain or loss resulting from any disposition of any Property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the item of Property disposed of, notwithstanding that the adjusted tax basis of such Property differs from its Gross Asset Value;

(vi) in lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Allocation Year, computed in accordance with the definition of Depreciation;

(vii) to the extent an adjustment to the adjusted tax basis of any item of Property pursuant to Code Sections 734(b) or 743(b) is required, pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Partner's Partnership Interest, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the item of Property) or loss (if the adjustment decreases such basis) from the disposition of such item of Property and shall be taken into account for purposes of computing Profits or Losses; and

(viii) notwithstanding any other provision of this definition, any items that are specially allocated pursuant to Section 5.3 or Section 5.4 shall not be taken into account in calculating Profits or Losses.

The amounts of the items of Partnership income, gain, loss or deduction available to be specially allocated pursuant to Section 5.3 and Section 5.4 shall be determined by applying rules analogous to those set forth in subparagraph (i) through subparagraph (viii) above. For the

avoidance of doubt, any guaranteed payment that accrues with respect to an Allocation Year will be treated as an item of deduction of the Partnership for purposes of computing Profits and Losses in accordance with the provisions of Regulations Section 1.707-1(c).

"***Property***" means all real and personal property acquired by the Partnership, including cash, and any improvements thereto, and shall include both tangible and intangible property.

"***Quarter***" means, unless the context requires otherwise, a fiscal quarter of the Partnership or, with respect to the fiscal quarter of the Partnership that includes the Effective Date, the portion of such fiscal quarter from and after the Effective Date.

"***Ramberg Terminal Facility***" means that certain crude oil truck and pipeline receipt terminal located in Williams County, North Dakota, and owned by Hess Logistics LLC as of the Effective Date.

"***Regulations***" means the Income Tax Regulations, including Temporary Regulations, promulgated under the Code, as such regulations are amended from time to time.

"***Regulatory Allocations***" has the meaning set forth in Section 5.4.

"***Representative***" has the meaning set forth in Section 8.3(a).

"***Subsidiary***" means, with respect to any Person, (i) a corporation of which more than 50% of the voting power of shares entitled (without regard to the occurrence of any contingency) to vote in the election of directors or other governing body of such corporation is owned, directly or indirectly, at the date of determination, by such Person, by one or more Subsidiaries of such Person or a combination thereof, (ii) a partnership (whether general or limited) in which such Person or a Subsidiary of such Person is, at the date of determination, a general or limited partner of such partnership, but only if more than 50% of the general partner interests of such partnership is owned, directly or indirectly, at the date of determination, by such Person, by one or more Subsidiaries of such Person or a combination thereof or (iii) any other Person (other than a corporation or a partnership) in which such Person, one or more Subsidiaries of such Person, or a combination thereof, directly or indirectly, at the date of determination, has (A) at least a majority ownership interest or (B) the power to elect or direct the election of a majority of the directors or other governing body of such Person.

"***Tax Matters Partner***" has the meaning set forth in Section 5.9(a).

"***Tioga Rail Terminal***" means that certain crude oil and NGL rail loading terminal in Tioga, North Dakota, and owned by Hess Logistics LLC as of the Effective Date.

"***Unanimous Approval Matter***" has the meaning set forth in Section 8.2.

"***Unanticipated Maintenance Capital Expenditures***" has the meaning set forth in the Contribution Agreement.

"***Uncompleted Projects***" has the meaning set forth in the Contribution Agreement.

"***Voting Interest***" means the voting interest of a Partner in the Partnership including, without limitation, any and all voting rights and benefits to which such Partner is entitled as provided in this Agreement, together with all obligations of such Partner (as the holder of a Voting Interest) to comply with the terms and provisions of this Agreement. The Partners' respective Percentage Voting Interests as of the Effective Date are set forth on Exhibit A to this Agreement, as may be amended from time to time in accordance with this Agreement.

Section 1.2 Construction. Unless the context requires otherwise: (a) any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa; (b) references to Articles and Sections refer to Articles and Sections of this Agreement; (c) the terms "include," "includes," "including" or words of like import shall be deemed to be followed by the words "without limitation" and (d) the terms "hereof," "herein" or "hereunder" refer to this Agreement as a whole and not to any particular provision of this Agreement. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The General Partner has the power to construe and interpret this Agreement and to act upon any such construction or interpretation. To the fullest extent permitted by law, any construction or interpretation of this Agreement by the General Partner, any action taken pursuant thereto and any determination made by the General Partner in good faith shall, in each case, be conclusive and binding on all Limited Partners, each other Person who acquires an interest in a Partnership Interest and all other Persons bound by this Agreement for all purposes.

ARTICLE II
BUSINESS, PURPOSE AND TERM OF PARTNERSHIP

Section 2.1 Formation. The Partnership was formed as a limited partnership by the filing of the Certificate with the Secretary of State of the State of Delaware pursuant to the provisions of the Act and the execution of the Current Agreement. Except as expressly provided in this Agreement, the rights, duties, liabilities and obligations of the Partners and the administration, dissolution and termination of the Partnership shall be governed by the Act. All Partnership Interests shall constitute personal property of the owner thereof for all purposes.

Section 2.2 Name. The name of the Partnership shall be "Hess North Dakota Export Logistics Operations LP". Subject to Applicable Law, the Partnership's business may be conducted under any other name or names as determined by the General Partner, including the name of the General Partner. The words "Limited Partnership," "L.P.," "Ltd." or similar words or letters shall be included in the Partnership's name where necessary for the purpose of complying with the laws of any jurisdiction that so requires. The General Partner may, without the consent of any Limited Partner, amend this Agreement and the Certificate to change the name of the Partnership at any time and from time to time and shall notify the Limited Partners of such change in the next regular communication to the Limited Partners.

Section 2.3 Registered Office; Registered Agent; Principal Office; Other Offices. Unless and until changed by the General Partner, the registered office of the Partnership in the State of Delaware shall be located at 1209 Orange Street, Wilmington, Delaware 19801, and the registered agent for service of process on the Partnership in the State of Delaware at such registered office shall be The Corporation Trust Company. The principal office of the Partnership shall be located at 1501 McKinney Street, Houston, Texas 77010, or such other place as the General Partner may from time to time designate by notice to the Limited Partners. The Partnership may maintain offices at such other place or places within or outside the State of Delaware as the General Partner determines to be necessary or appropriate. The address of the General Partner shall be 1501 McKinney Street, Houston, Texas 77010, or such other place as the General Partner may from time to time designate by notice to the Limited Partners.

Section 2.4 Purpose and Business. The purpose and nature of the business to be conducted by the Partnership shall be to (a) engage directly in, or enter into or form, hold and dispose of any corporation, partnership, joint venture, limited liability company or other arrangement to engage indirectly in, any business or activity that is approved by the General Partner and that lawfully may be conducted by a limited partnership organized pursuant to the Act and, in connection therewith, to exercise all of the rights and powers conferred upon the Partnership pursuant to the agreements relating to such business activity and (b) do anything necessary or appropriate in furtherance of the foregoing; *provided*, *however*, that the General Partner shall not cause the Partnership to engage, directly or indirectly, in any business activity that the General Partner determines would be reasonably likely to cause the Partnership to be treated as an association taxable as a corporation or otherwise taxable as an entity for federal income tax purposes. To the fullest extent permitted by law, the General Partner shall have no duty or obligation to propose or approve the conduct by the Partnership of any business and may decline to do so free of any fiduciary duty or obligation whatsoever to the Partnership or any Limited Partner and, in declining to so propose or approve, shall not be required to act in good faith or pursuant to any other standard imposed by this Agreement or any other law, rule or regulation or at equity, and the General Partner in determining whether to propose or approve the conduct by the Partnership of any business shall be permitted to do so in its sole and absolute discretion.

Section 2.5 Powers. The Partnership shall be empowered to do any and all acts and things necessary, appropriate, proper, advisable, incidental to or convenient for the furtherance and accomplishment of the purposes and business described in Section 2.4 and for the protection and benefit of the Partnership.

Section 2.6 Term. The term of the Partnership commenced upon the filing of the Certificate in accordance with the Act and shall continue until the dissolution of the Partnership in accordance with the provisions of Article XII. The existence of the Partnership as a separate legal entity shall continue until the cancellation of the Certificate as provided in the Act.

Section 2.7 Title to Partnership Assets. Title to Partnership assets, whether real, personal or mixed and whether tangible or intangible, shall be deemed to be owned by the Partnership as an entity, and no Partner, individually or collectively, shall have any ownership

interest in such Partnership assets or any portion thereof. Title to any or all of the Partnership assets may be held in the name of the Partnership, the General Partner, one or more Affiliates of the General Partner or one or more nominees of the General Partner or its Affiliates, as the General Partner may determine. The General Partner hereby declares and warrants that any Partnership assets for which record title is held in the name of the General Partner or one or more Affiliates of the General Partner or one or more nominees of the General Partner or its Affiliates shall be held by the General Partner or such Affiliate or nominee for the use and benefit of the Partnership in accordance with the provisions of this Agreement; *provided*, *however*, that the General Partner shall use reasonable efforts to cause record title to such assets (other than those assets in respect of which the General Partner determines that the expense and difficulty of conveyancing makes transfer of record title to the Partnership impracticable) to be vested in the Partnership or one or more of the Partnership's designated Affiliates as soon as reasonably practicable; *provided further* that, prior to the withdrawal or removal of the General Partner or as soon thereafter as practicable, the General Partner shall use reasonable efforts to effect the transfer of record title to the Partnership and, prior to any such transfer, will provide for the use of such assets in a manner satisfactory to any successor General Partner. All Partnership assets shall be recorded as the property of the Partnership in its books and records, irrespective of the name in which record title to such Partnership assets is held.

ARTICLE III
PARTNERS

Section 3.1 Partners; Percentage Interests. The name and address of the Partners, the type of Partnership Interest held by each Partner and their respective percentage interests in the total outstanding Partnership Interests ("***Percentage Equity Interest***") and Voting Interests ("***Percentage Voting Interest***") are set forth on Exhibit A to this Agreement.

Section 3.2 Adjustments in Percentage Equity Interests and Percentage Voting Interests. The Percentage Equity Interests and Percentage Voting Interests of the Partners shall be adjusted (a) at the time of any transfer of all or a portion of such Partner's Partnership Interest and Voting Interest pursuant to Section 9.1, (b) at the time of the issuance of additional Partnership Interests and Voting Interests pursuant to Section 8.2(b), (c) at the time of the admission of each new Partner in accordance with this Agreement, and (d) at the time of the redemption of all or any portion of a Partner's Partnership Interest and Voting Interest, in each case to take into account such transfer, issuance, admission of a new Partner, or redemption.

Section 3.3 Limitation of Liability. The Limited Partners shall have no liability under this Agreement except as expressly provided in this Agreement or the Act.

ARTICLE IV
CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS

Section 4.1 Capitalization of the Partnership. Subject to Section 8.2, the Partnership is authorized to issue the Voting Interests, the General Partner Interests and the Limited Partner Interests. The Partnership Interests shall be designated as General Partner Interests and Limited Partner Interests. The Voting Interests and the Partnership Interests shall each have such rights, powers, preferences and designations as set forth in this Agreement.

Section 4.2 Capital Contributions.

(a) Organizational Capital Contributions and Subsequent Contributions.

(i) In connection with the formation of the Partnership under the Act, on October 30, 2014, Export Logistics GP agreed to make (and has heretofore made) an initial Capital Contribution to the Partnership in the amount of $10,000 for a 50% General Partner Interest and was admitted as the General Partner of the Partnership, and Oil Export FinCo agreed to make (and has heretofore made) an initial Capital Contribution to the Partnership in the amount of $10,000 for a 50% Limited Partner Interest and was admitted as a Limited Partner of the Partnership. At the time of the Capital Contributions described in this Section 4.2(a)(i), Oil Export FinCo was wholly-owned by Hess Corp. and Export Logistics GP was wholly owned by Oil Export FinCo, thus each of them was a Disregarded Entity and the Partnership was also a Disregarded Entity.

(ii) Effective as of December 1, 2014, the limited liability company interests in Hess Logistics Holdings were transferred as follows: (A) Hess Corp., which owned 100% of the limited liability company interests in Hess Logistics Holdings, transferred such limited liability company interests to Oil Export FinCo; (B) Oil Export FinCo transferred 1% of the Hess Logistics Holdings limited liability company interests to the General Partner; and (C) Oil Export FinCo transferred its remaining 99% limited liability company interest in Hess Logistics Holdings and the General Partner transferred its 1% limited liability company interest in Hess Logistics Holdings to the Partnership. Hess Logistics Holdings was (and as of the Effective Date is) a Disregarded Entity.

(iii) Effective as of June 18, 2015, Oil Export Finco transferred its partnership interest in the Partnership, through a series of transactions, to HIP, and HIP was admitted as a Limited Partner of the Partnership.

(iv) On the Effective Date, and upon the amendment and restatement of the Current Agreement but prior to the transactions described below, the parties hereto agree that (A) the General Partner held a 1% Percentage Equity Interest and a 51% Percentage Voting Interest and (B) HIP held a 99% Percentage Equity Interest and a 49% Percentage Voting Interest.

(v) On the Effective Date, pursuant to and as described in the Contribution Agreement, HIP contributed a Limited Partner Interest constituting a 19% Percentage Equity Interest to the General Partner as a contribution to its capital, and the General Partner's Limited Partner Interest was re-designated as a General Partner Interest (such contribution, the "***GP Day-One Contribution***") such that after the GP Day-One Contribution, the General Partner held a 20.0% Percentage Equity Interest and a 51%

Voting Interest and HIP held a 80.0% Percentage Equity Interest and a 49% Voting Interest. Following the foregoing transactions, (x) Export Logistics GP continued as the General Partner and HIP continued as the Limited Partner and (y) the Percentage Equity Interest of the Partners shall be as set forth on Exhibit A.

(vi) On the Effective Date, pursuant to and as described in the Contribution Agreement, HIP contributed 100% of the limited liability company interests in Export Logistics GP to Hess Midstream Partners, which contribution resulted in the Partnership becoming a partnership for federal income tax purposes. In accordance with Rev. Rul. 99-5, 1999-1 C.B. 434 (*Situation 1)*, the HIP contribution described in this Section 4.2(a)(v) shall be treated solely for federal income tax purposes as (A) first, as a contribution to Hess Midstream Partners of an undivided 20% interest in the Logistics Assets in exchange for an interest in Hess Midstream Partners, and (B) second, as a simultaneous contribution to the Partnership by Hess Midstream Partners and HIP of their undivided interests in the Logistics Assets in exchange for, respectively, a 20% General Partner Interest held by Export Logistics GP and a 80% Limited Partner Interest. Because Export Logistics GP is a Disregarded Entity, the partners of the Partnership solely for tax purposes as of the Effective Date are HIP and Hess Midstream Partners.

(b) Additional Capital Contributions and other Obligations of the Partners.

(i) In General. Other than as set forth in this Section 4.2(b), no Partner shall have any right or obligation to make additional Capital Contributions to the Partnership.

(ii) Completion Funding Obligation. Upon request by the General Partner, HIP will pay to the Partnership, or any other Person as directed by the General Partner, any amounts necessary to satisfy its Completion Funding Obligation. Amounts expended by HIP in satisfaction of its Completion Funding Obligation shall not be treated as additional Capital Contributions by HIP, its Capital Account shall not be increased by the amount so expended, and its Percentage Equity Interest and its Percentage Voting Interest shall not be adjusted. Such amounts expended shall be included in (x) HIP's adjusted tax basis in its Limited Partner Interest and (y) the Partnership's adjusted tax basis in the Logistics Assets. The General Partner may not request additional Capital Contributions from the Partners for amounts that HIP is obligated to expend in satisfaction of its Completion Funding Obligation.

(iii) Additional Rolling Stock. HIP shall make Capital Contributions of Additional Rolling Stock in accordance with the provisions of Section 5.3 of the Contribution Agreement. HIP's Capital Account shall be increased by the Gross Asset Value of any Additional Rolling Stock contributed to the Partnership but HIP's Percentage Equity Interest and its Percentage Voting Interest shall not be adjusted in connection therewith.

(iv) Warranty for Unanticipated Maintenance Capital Expenditures. As set forth in Article IV of the Contribution Agreement, HIP shall, upon request, make

additional Capital Contributions to the Partnership to the extent necessary to fund Unanticipated Maintenance Capital Expenditures incurred by the Partnership during the period running from the Effective Date through March 31, 2018, ; *provided*, *however*, that the amount of additional Capital Contributions that HIP shall be obligated to make pursuant to this Section 4.2(b)(iv) shall be limited as set forth in Article IV of the Contribution Agreement.

(v) Funding of Other Projects. As set forth in Section 5.2 of the Contribution Agreement, HIP shall, upon request, make additional Capital Contributions to the Partnership to the extent necessary to fund the payment of costs and expenses attributable to Other Projects of the Hess North Dakota Export Logistics LLC; provided, however, that the amount of additional Capital Contributions that HIP shall be obligated to make pursuant to this Section 4.2(b)(v) shall be limited as set forth in Section 5.2 of the Contribution Agreement.

(vi) Other Capital Contributions. Except as otherwise provided in Section 4.2(b)(ii), Section 4.2(b)(iii), Section 4.2(b)(iv) and Section 4.2(b)(v), the General Partner may, at any time, request that Partners make additional Capital Contributions to the Partnership at such times and in such amounts as determined by the General Partner (a "***Capital Request***"). Within twenty (20) days of a Capital Request, each Partner may, but shall not be required to, make Capital Contributions pro rata in accordance with each Partner's respective Percentage Equity Interest. Any Partner electing not to make all or any portion of the additional Capital Contribution requested of it in a Capital Request (a "***Non-Funding Partner***") shall not have its Percentage Equity Interest or Percentage Voting Interest adjusted. In the event any Partner is a Non-Funding Partner with respect to a Capital Request, each Partner making the Capital Contribution requested of it pursuant to such Capital Request (each, a "***Full Participant***") shall have the option to make additional Capital Contributions representing its proportionate share (based on the relative Percentage Equity Interest of each Full Participant) of any amount not contributed by the Non-Funding Partner (any such additional Capital Contribution made by a Full Participant being an "***Excess Capital Contribution***"). The Percentage Equity Interest and Percentage Voting Interest of any Partner making an Excess Capital Contribution shall not be adjusted as a result of such Excess Capital Contribution.

Section 4.3 Withdrawal of Capital; Interest. No Partner may withdraw capital or receive any distributions from the Partnership except as specifically provided herein. No interest shall accrue or be payable by the Partnership on any Capital Contributions.

Section 4.4 Maintenance of Capital Accounts. The General Partner shall cause the Partnership to maintain a Capital Account for each Partner in accordance with the provisions set forth in the definition of "Capital Account" in Section 1.1.

ARTICLE V
ALLOCATIONS AND TAX MATTERS

Section 5.1 Profits. After giving effect to the special allocations set forth in Section 5.3 and Section 5.4, Profits for any Allocation Year shall be allocated among the Partners in the following order and priority:

(a) First, to the Partners in proportion to, and to the extent of, an amount equal to the excess, if any, of (i) the cumulative amount of the accrued Excess Capital Priority Return, if any, for each Partner from the Effective Date through the last day of the Allocation Year, over (ii) the cumulative Profits allocated to such Partner pursuant to this Section 5.1(a) for all prior Allocation Years; and

(b) Second, subject to the last sentence in Section 5.2(b), to the Partners in proportion to their respective Percentage Equity Interests.

Section 5.2 Losses.

(a) After giving effect to the special allocations set forth in Section 5.3 and Section 5.4, and subject to the limitation set forth in Section 5.2(b), Losses for any Allocation Year shall be allocated among the Partners in proportion to their respective Percentage Equity Interests.

(b) Losses shall not be allocated to any Limited Partner pursuant to Section 5.2(a) to the extent such allocation would cause such Limited Partner to have an Adjusted Capital Account Deficit at the end of any Allocation Year.

(i) In the event some but not all of the Partners would have Adjusted Capital Account Deficits as a result of an allocation of Losses pursuant to Section 5.2(a), Losses that would otherwise be allocated to a Partner pursuant to Section 5.2(a) but for the limitation set forth in this Section 5.2(b) shall be allocated to the remaining Partners in proportion to their relative Percentage Equity Interests.

(ii) All remaining Losses in excess of the limitation set forth in this Section 5.2(b) shall be allocated to the General Partner.

Profits allocated pursuant to Section 5.1(b) for any Allocation Year subsequent to an Allocation Year for which the limitation set forth in this Section 5.2(b) was applicable shall be allocated (x) first, to reverse any Losses allocated to the General Partner pursuant to paragraph (ii) of this Section 5.2(b) and (y) second, to reverse any Losses allocated to the Partners pursuant to paragraph (i) of this Section 5.2(b) and in proportion to how such Losses were allocated.

Section 5.3 Special Allocations. The following special allocations shall be made in the following order:

(a) Minimum Gain Chargeback. Except as otherwise provided in Regulations Section 1.704-2(f), notwithstanding any other provision of this Article V, if there is a net decrease in

Minimum Gain during any Allocation Year, each Partner shall be specially allocated items of Partnership income and gain for such Allocation Year (and, if necessary, subsequent Allocation Years) in an amount equal to such Partner's share of the net decrease in Minimum Gain, determined in accordance with Regulations Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Partner pursuant thereto. The items to be so allocated shall be determined in accordance with Regulations Sections 1.704-2(f)(6) and 1.704-2(g)(2). This Section 5.3(a) is intended to comply with the minimum gain chargeback requirement in Regulations Section 1.704-2(f) and shall be interpreted consistently therewith.

(b) Partner Minimum Gain Chargeback. Except as otherwise provided in Regulations Section 1.704-2(i)(4), notwithstanding any other provision of this Article V, if there is a net decrease in Partner Nonrecourse Debt Minimum Gain attributable to a Partner Nonrecourse Debt during any Allocation Year, each Partner who has a share of the Partner Nonrecourse Debt Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(5), shall be specially allocated items of Partnership income and gain for such Allocation Year (and, if necessary, subsequent Allocation Years) in an amount equal to such Partner's share of the net decrease in Partner Nonrecourse Debt Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Partner pursuant thereto. The items to be so allocated shall be determined in accordance with Regulations Sections 1.704-2(i)(4) and 1.704-2(j)(2). This Section 5.3(b) is intended to comply with the minimum gain chargeback requirement in Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(c) Qualified Income Offset. In the event that any Partner unexpectedly receives any adjustments, allocations or distributions described in Regulations Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) or 1.704-1(b)(2)(ii)(d)(6), items of Partnership income and gain shall be allocated to such Partner in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of such Partner as quickly as possible; *provided* that an allocation pursuant to this Section 5.3(c) shall be made only if and to the extent that such Partner would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article V have been tentatively made as if this Section 5.3(c) were not in this Agreement.

(d) Gross Income Allocation. In the event that any Partner has an Adjusted Capital Account Deficit at the end of any Allocation Year, each such Partner shall be allocated items of Partnership income and gain in the amount of such deficit as quickly as possible; *provided, however,* that an allocation pursuant to this Section 5.3(d) shall be made only if and to the extent that such Partner would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article V have been tentatively made as if Section 5.3(c) and this Section 5.3(d) were not in this Agreement.

(e) Nonrecourse Deductions. Nonrecourse Deductions for any Allocation Year shall be allocated among the Partners in proportion to their respective Percentage Equity Interests.

(f) Partner Nonrecourse Deductions. Any Partner Nonrecourse Deductions for any Allocation Year shall be specially allocated to the Partner who bears the economic risk of loss with respect to the Partner Nonrecourse Debt to which such Partner Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i)(1).

(g) Nonrecourse Liabilities. Nonrecourse Liabilities of the Partnership described in Regulations Section 1.752-3(a)(3) shall be allocated among the Partners in the manner chosen by the General Partner and consistent with such section of the Regulations.

(h) Section 754 Adjustments. To the extent an adjustment to the adjusted tax basis of any Partnership asset, pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(2) or 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as the result of a distribution to a Partner in complete liquidation of such Partner's Partnership Interest, the amount of such adjustment to Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Partners in accordance with their interests in the Partnership in the event Regulations Section 1.704-1(b)(2)(iv)(m)(2) applies, or to the Partner to whom such distribution was made in the event Regulations Section 1.704-1(b)(2)(iv)(m)(4) applies.

(i) Unanticipated Maintenance Capital Expenditures and Other Projects Costs. All items of deduction and loss attributable to (x) Maintenance Capital Expenditures funded with Capital Contributions made pursuant to Section 4.2(b)(iii) or (y) Other Projects costs and expenses funded with Capital Contributions made pursuant to Section 4.2(b)(iv) shall be allocated to HIP.

(j) Interest Payments Pursuant to Cash Pooling Agreement. All items of deduction for interest expense for any taxable period that are attributable to the payment of interest by the Partnership to Hess Midstream Partners pursuant to the Cash Pooling Agreement with respect to Hess Midstream Partners' positive cash balance for such taxable period shall be allocated to Export Logistics GP.

Section 5.4 Curative Allocations*.** The allocations set forth in Sections 5.3(a) through 5.3(h) (the "Regulatory Allocations***") are intended to comply with certain requirements of the Regulations. It is the intent of the Partners that, to the extent possible, the Regulatory Allocations shall be offset with special allocations of other items of Partnership income, gain, loss or deduction pursuant to this Section 5.4. Therefore, notwithstanding any other provision of this Article V (other than the Regulatory Allocations), the Tax Matters Partner shall make such offsetting special allocations of Partnership income, gain, loss or deduction in whatever manner it determines appropriate so that, after such offsetting allocations are made, each Partner's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Partner would have had if the Regulatory Allocations were not part of this Agreement and all Partnership items were allocated pursuant to Section 5.1, Section 5.2 and Section 5.3 (other than the Regulatory Allocations). In exercising its discretion under this Section 5.4, the Tax Matters Partner shall take into account future Regulatory Allocations that, although not yet made, are likely to offset other Regulatory Allocations previously made.

Section 5.5 Other Allocation Rules.

(a) Profits, Losses and any other items of income, gain, loss, or deduction shall be allocated to the Partners pursuant to this Article V as of the last day of each Fiscal Year; *provided, however,* that Profits, Losses and such other items shall also be allocated at such times as the Gross Asset Values of the Partnership's assets are adjusted pursuant to subparagraph (ii) of the definition of "Gross Asset Value" in Section 1.1.

(b) For purposes of determining the Profits, Losses or any other items allocable to any period, Profits, Losses and any such other items shall be determined on a daily proration basis by the General Partner under Code Section 706 and the Regulations thereunder.

Section 5.6 Tax Allocations: Code Section 704(c).

(a) Except as otherwise provided in this Section 5.6, each item of income, gain, loss and deduction of the Partnership for federal income tax purposes shall be allocated among the Partners in the same manner as such items are allocated for book purposes under this Article V. In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss and deduction with respect to any Property contributed to the capital of the Partnership shall, solely for tax purposes, be allocated among the Partners so as to take account of any variation between the adjusted basis of such Property to the Partnership for federal income tax purposes and its initial Gross Asset Value (computed in accordance with the definition of "Gross Asset Value"). Such allocation shall be made in accordance with the "remedial method" described by Regulations Section 1.704-3(d).

(b) In the event the Gross Asset Value of any Property is adjusted pursuant to subparagraph (ii) of the definition of "Gross Asset Value," subsequent allocations of income, gain, loss and deduction with respect to such Property shall take account of any variation between the adjusted basis of such Property for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder. Such allocation shall be made in accordance with the "remedial method" described by Regulations Section 1.704-3(d).

(c) In accordance with Regulations Sections 1.1245-1(e) and 1.250-1(f), any gain allocated to the Partners upon the sale or other taxable disposition of any Partnership asset shall, to the extent possible, after taking into account other required allocations of gain pursuant to this Section 5.6(c), be characterized as "recapture income" in the same proportions and to the same extent as such Partners (or their predecessors in interest) have been allocated any deductions directly or indirectly giving rise to the treatment of such gains as "recapture income."

(d) Any elections or other decisions relating to such allocations shall be made by the General Partner in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 5.6 are solely for purposes of federal, state and

local taxes and shall not affect, or in any way be taken into account in computing, any Partner's Capital Account or share of Profits, Losses, other items or distributions pursuant to any provision of this Agreement.

Section 5.7 Tax Elections.

(a) The Partners intend that the Partnership be treated as a partnership or a "disregarded entity" for federal income tax purposes. Accordingly, neither the Tax Matters Partner nor any Limited Partner shall file any election or return on its own behalf or on behalf of the Partnership that is inconsistent with that intent.

(b) The Partnership shall make the election under Code Section 754 in accordance with the applicable Regulations issued thereunder, subject to the reservation of the right to seek to revoke any such election upon the General Partner's determination that such revocation is in the best interests of the Partners.

(c) Any elections or other decisions relating to tax matters that are not expressly provided herein, shall be made jointly by the Partners in any manner that reasonably reflects the purpose and intention of this Agreement.

Section 5.8 Tax Returns.

(a) The Partnership shall cause to be prepared and timely filed all federal, state, local and foreign income tax returns and reports required to be filed by the Partnership and its subsidiaries. The Partnership shall provide copies of all the Partnership's federal, state, local and foreign tax returns (and any schedules or other required filings related to such returns) that reflect items of income, gain, deduction, loss or credit that flow to separate Partner returns, to the Partners for their review and comment prior to filing, except as otherwise agreed by the Partners. The Partners agree in good faith to resolve any difference in the tax treatment of any item affecting such returns and schedules. However, if the Partners are unable to resolve the dispute, the position of the Tax Matters Partner shall be followed if nationally recognized tax counsel acceptable to the Partners provides an opinion that substantial authority exists for such position. Substantial authority shall be given the meaning ascribed to it for purposes of applying Code Section 6662. If the Partners are unable to resolve the dispute prior to the due date for filing the return, including approved extensions, the position of the Tax Matters Partner shall be followed, and amended returns shall be filed if necessary at such time the dispute is resolved. The costs of the dispute shall be borne by the Partnership. The Partners agree to file their separate federal income tax returns in a manner consistent with the Partnership's return, the provisions of this Agreement and in accordance with Applicable Law.

(b) The Partnership shall elect the most rapid method of depreciation and amortization allowed under Applicable Law, unless the Partners agree otherwise.

(c) The Partners shall provide each other with copies of all correspondence or summaries of other communications with the Internal Revenue Service or any state, local or foreign taxing authority (other than routine correspondence and communications) regarding the

tax treatment of the Partnership's operations. No Partner shall enter into settlement negotiations with the Internal Revenue Service or any state, local or foreign taxing authority with respect to any issue concerning the Partnership's income, gains, losses, deductions or credits if the tax adjustment attributable to such issue (assuming the then current aggregate tax rate) would be $100,000 or greater, without first giving reasonable advance notice of such intended action to the other Partners.

Section 5.9 Tax Matters Partner.

(a) The General Partner shall be the "***Tax Matters Partner***" of the Partnership within the meaning of Section 6231(a)(7) of the Code, and shall act in any similar capacity under the Applicable Law of any state, local or foreign jurisdiction, but only with respect to returns for which items of income, gain, loss, deduction or credit flow to the separate returns of the Partners. If at any time there is more than one General Partner, the Tax Matters Partner shall be the General Partner with the largest Percentage Equity Interest following such admission.

(b) The Tax Matters Partner shall incur no Liability (except as a result of the gross negligence or willful misconduct of the Tax Matters Partner) to the Partnership or the other Partners including, but not limited to, Liability for any additional taxes, interest or penalties owed by the other Partners due to adjustments of Partnership items of income, gain, loss, deduction or credit at the Partnership level.

Section 5.10 Duties of Tax Matters Partner.

(a) The Tax Matters Partner shall cooperate with the other Partners and shall promptly provide the other Partners with copies of notices or other materials from, and inform the other Partners of discussions engaged with, the Internal Revenue Service or any state, local or foreign taxing authority and shall provide the other Partners with notice of all scheduled proceedings, including meetings with agents of the Internal Revenue Service or any state, local or foreign taxing authority, technical advice conferences, appellate hearings, and similar conferences and hearings, as soon as possible after receiving notice of the scheduling of such proceedings, but in any case prior to the date of such scheduled proceedings.

(b) The Tax Matters Partner shall not extend the period of limitations or assessments without the consent of the other Partners, which consent shall not be unreasonably withheld.

(c) The Tax Matters Partner shall not file a petition or complaint in any court, or file any claim, amended return or request for an administrative adjustment with respect to partnership items, after any return has been filed, with respect to any issue concerning the Partnership's income, gains, losses, deductions or credits if the tax adjustment attributable to such issue (assuming the then current aggregate tax rate) would be $100,000 or greater, unless agreed by the other Partners. If the other Partners do not agree, the position of the Tax Matters Partner shall be followed if nationally recognized tax counsel acceptable to all Partners issues an opinion that a reasonable basis exists for such position. Reasonable basis shall be given the meaning ascribed to it for purposes of applying Code Section 6662. The costs of the dispute shall be borne by the Partnership.

(d) The Tax Matters Partner shall not enter into any settlement agreement with the Internal Revenue Service or any state, local or foreign taxing authority, either before or after any audit of the applicable return is completed, with respect to any issue concerning the Partnership's income, gains, losses, deductions or credits, unless any of the following apply:

(i) all Partners agree to the settlement;

(ii) the tax effect of the issue if resolved adversely would be, and the tax effect of settling the issue is, proportionately the same for all Partners (assuming each otherwise has substantial taxable income);

(iii) the Tax Matters Partner determines that the settlement of the issue is fair to the Partners; or

(iv) tax counsel acceptable to all Partners determines that the settlement is fair to all Partners and is one it would recommend to the Partnership if all Partners were owned by the same Person and each had substantial taxable income.

In all events, the costs incurred by the Tax Matters Partner in performing its duties hereunder shall be borne by the Partnership.

(e) The Tax Matters Partner may request extensions to file any tax return or statement without the written consent of, but shall so inform, the other Partners.

Section 5.11 Designation and Authority of Partnership Representative. With respect to tax returns filed for taxable years beginning on or after December 31, 2017, the General Partner (or its designee) will be designated as the "partnership representative" in accordance with the rules prescribed pursuant to Section 6223 of the Code and shall have the sole authority to act on behalf of the Partnership in connection with all examinations of the Partnership's affairs by tax authorities, including resulting administrative and judicial proceedings. If at any time there is more than one General Partner, the partnership representative shall be the General Partner with the largest Percentage Equity Interest following such admission (or its designee). The General Partner (or its designee) shall exercise, in its sole discretion, any and all authority of the "partnership representative" under the Code, including, without limitation, (i) binding the Partnership and its Partners with respect to tax matters and (ii) determining whether to make any available election under Section 6226 of the Code. In all events, the cost incurred by the partnership representative in performing its duties hereunder shall be borne by the Partnership. In accordance with Section 13.6, the General Partner shall propose and the Partners shall agree to (such agreement not to be unreasonably withheld) any amendment of the provisions of this Agreement required to appropriately reflect the proposal or promulgation of Treasury Regulations implementing the partnership audit, assessment and collection rules adopted by the Bipartisan Budget Act of 2015, including any amendments to those rules.

Section 5.12 Survival of Provisions. The provisions of this Agreement regarding the Partnership's tax returns and Tax Matters Partner shall survive the termination of the Partnership and the transfer of any Partner's interest in the Partnership and shall remain in effect for the period of time necessary to resolve any and all matters regarding the federal, state, local and foreign taxation of the Partnership and items of Partnership income, gain, loss, deduction and credit.

ARTICLE VI
DISTRIBUTIONS

Section 6.1 Distributions of Distributable Cash. Except as otherwise provided in this Section 6.1 or Sections 6.2 and 6.3, the Partnership shall distribute the Distributable Cash with respect to a Quarter within 45 days following the end of each Quarter commencing with the Quarter that includes the Effective Date as follows:

(a) First, to the Partners in proportion to, and to the extent of, an amount equal to the excess, if any, of (i) the cumulative amount of the Excess Capital Priority Return, if any, accrued during the period from and including the Effective Date to but excluding the last day of such Quarter, over (ii) the cumulative amount of Distributable Cash previously distributed to such Partner pursuant to this Section 6.1(a); and

(b) Second, to the Partners pro rata in accordance with their respective Percentage Equity Interests.

The General Partner may also cause the Partnership to distribute cash to the Partners at such other times and in such amounts as it determines in its sole discretion so long as (i) the amount distributed does not exceed the then Distributable Cash of the Partnership determined as if the date of such distribution were the end of a Quarter and (ii) such cash is distributed in accordance with Section 6.1(b). Notwithstanding any other provision of this Agreement, the Partnership shall not make a distribution or redemption payment to the Partners on account of their interests in the Partnership if such distribution or redemption payment would violate the Act or other Applicable Law.

Section 6.2 Distributions of Excess Capital. The Partnership may make distributions of cash at such times and in such amounts as are determined by the General Partner to the Partners in proportion to, and to the extent of, the then Excess Capital of the Partners, provided that the Partnership shall not make a distribution to the Partners pursuant to this Section 6.2 if such distribution would violate (i) the Act or other Applicable Law or (ii) any loan agreement, security agreement, mortgage, debt instrument or other agreement or obligation to which the Partnership or any of its Subsidiaries is a party or by which any of them is bound or any of their respective assets are subject.

Section 6.3 Liquidating Distributions. Notwithstanding any other provision of this Article VI, but subject to the last sentence of Section 6.1, distributions with respect to the Quarter in which a dissolution of the Partnership occurs shall be made in accordance with Article XII.

Section 6.4 Distribution in Kind. The Partnership shall not distribute to the Partners any assets in kind unless approved by the Partners in accordance with this Agreement. If cash and property in kind are to be distributed simultaneously, the Partnership shall distribute such cash and property in kind in the same proportion to each Partner, unless otherwise approved by the Partners in accordance with this Agreement.

ARTICLE VII
BOOKS AND RECORDS

Section 7.1 Books and Records; Examination. The General Partner shall keep or cause to be kept such books of account and records with respect to the Partnership's business as it may deem necessary and appropriate. Each Partner and its duly authorized representatives shall have the right, for any purpose reasonably related to its interest in the Partnership, at any time to examine, or to appoint independent certified public accountants (the fees of which shall be paid by such Partner) to examine, the books, records and accounts of the Partnership and its Subsidiaries, their operations and all other matters that such Partner may wish to examine, including all documentation relating to actual or proposed transactions between the Partnership and any Partner or any Affiliate of a Partner. The Partnership's books of account shall be kept using the method of accounting determined by the General Partner in its sole discretion.

Section 7.2 Reports. The General Partner shall prepare and send to each Partner (at the same time) promptly such financial information of the Partnership as a Partner shall from time to time reasonably request, for any purpose reasonably related to its interest in the Partnership. The General Partner shall, for any purpose reasonably related to a Partner's interest in the Partnership, permit examination and audit of the Partnership's books and records by both the internal and independent auditors of its Partners.

ARTICLE VIII
MANAGEMENT AND VOTING

Section 8.1 Management.

(a) The General Partner shall conduct, direct, manage and control the business of the Partnership. Except as otherwise expressly provided in this Agreement, including Section 8.1(b) below, all management powers over the business and affairs of the Partnership shall be exclusively vested in the General Partner, and no Limited Partner shall have any management power or control over the business and affairs of the Partnership. In addition to the powers now or hereafter granted a general partner of a limited partnership under the Act or which are granted to the General Partner under any other provision of this Agreement, the General Partner, subject to Section 8.2, shall have full power and authority to do all things on such terms as it, in its sole discretion, may deem necessary or appropriate to conduct the business of the Partnership and to effectuate the purposes set forth in Section 2.4. The Partnership shall reimburse the General Partner, on a monthly basis or such other basis as the General Partner may determine, for all direct and indirect costs and expenses incurred by the General Partner or payments made by the General Partner, in its capacity as the general partner of the Partnership, for and on behalf of the Partnership.

(b) The General Partner may appoint one or more individuals to manage the day-to-day business affairs of the Partnership (the "***Officers***"). The Officers shall serve at the pleasure of the General Partner. To the extent delegated by the General Partner, the Officers shall have the authority to act on behalf of, bind and execute and deliver documents in the name and on behalf of the Partnership. Unless otherwise specified by the General Partner, such Officers shall have such authority and responsibility in respect of the Partnership as is generally attributable to holders of such offices in business corporations incorporated under the laws of the State of Delaware. In addition, the General Partner may designate such other Persons to act as agents of the Partnership as the General Partner shall determine, and the actions of such other Persons taken in such capacity and in accordance with this Agreement shall bind the Partnership to the same extent the General Partner is authorized to bind the Partnership.

Section 8.2 Matters Constituting Unanimous Approval Matters. Notwithstanding anything in this Agreement or the Act to the contrary, and subject to the provisions of Section 8.3(c), each of the following matters, and only the following matters, shall constitute a "***Unanimous Approval Matter***" that requires the prior approval of all of the Partners pursuant to Section 8.3(c):

(a) any merger, consolidation, reorganization or similar transaction between or among the Partnership and any Person (other than a transaction between the Partnership and a direct or indirect wholly owned Subsidiary of the Partnership) or any sale or lease of all or substantially all of the Partnership's assets to any Person (other than a direct or indirect wholly owned Subsidiary of the Partnership);

(b) the creation of any new class of Partnership Interests or Voting Interests, the issuance of any additional Partnership Interests or Voting Interests or the issuance of any security that is convertible into or exchangeable for a Partnership Interest or Voting Interest;

(c) the admission or withdrawal of any Person as a Partner other than pursuant to (i) the third sentence of Section 9.2, (ii) Section 9.4 or (iii) any transfer of Partnership Interests pursuant to Section 9.1(b), as applicable;

(d) the commencement of a voluntary case with respect to the Partnership or any of its Subsidiaries under any applicable bankruptcy, insolvency or other similar Applicable Law now or hereafter in effect, or the consent to the entry of an order for relief in an involuntary case under any such Applicable Law, or the consent to the appointment of or the taking possession by a receiver, liquidator, assignee, custodian, trustee or sequestrator (or similar official) of the Partnership or any of its Subsidiaries or for any substantial part of the Partnership's or any of its Subsidiaries' property, or the making of any general assignment for the benefit of creditors;

(e) the modification, alteration or amendment of the amount, timing, frequency or method of calculation of distributions to the Partners from that provided in Article VI;

(f) (i) the approval of any distribution by the Partnership to the Partners of any assets in kind (other than cash or cash equivalents), (ii) the approval of any distribution by the Partnership to the Partners of cash or property in kind on a non-pro rata basis and (iii) the determination of the value assigned to distributions of property in kind;

(g) other than as provided in Section 4.2, the making of any additional Capital Contributions to the Partnership; and

(h) any other provision of this Agreement expressly requiring the approval, consent or other form of authorization of all of the Partners.

Section 8.3 Meetings and Voting.

(a) Representatives. For purposes of this Article VIII, each Partner shall be represented by a designated representative (each, a "***Representative***"), who shall be appointed by, and may be removed with or without cause by, the Partner that designated such Person. Each Representative shall have the full authority to act on behalf of the Partner that designated such Representative. To the fullest extent permitted by Applicable Law, each Representative shall be deemed the agent of the Partner that appointed such Representative, and such Representative shall not be an agent of the Partnership or the other Partners. The action of a Representative at a meeting of the Partners (or through a written consent) shall bind the Partner that designated such Representative, and the other Partners shall be entitled to rely upon such action without further inquiry or investigation as to the actual authority (or lack thereof) of such Representative.

(b) Meetings and Voting. Meetings of Partners shall be at such times and locations as the General Partner shall determine in its sole discretion. The General Partner shall provide notice to the Limited Partners of any meetings of Partners in any manner that it deems reasonable

and appropriate under the circumstances. The holders of a majority of the outstanding Voting Interests for which a meeting has been called (including Voting Interests owned by the General Partner) represented in person or by proxy shall constitute a quorum at a meeting of Partners unless any such action by the Partners requires approval by holders of a greater percentage of the outstanding Voting Interests, in which case the quorum shall be such greater percentage of the outstanding Voting Interests. At any meeting of the Partners duly called and held in accordance with this Agreement at which a quorum is present, the act of Partners holding Voting Interests that, in the aggregate, represent a majority of the Voting Interests of those present in person or by proxy at such meeting shall be deemed to constitute the act of all Partners, unless a greater or different percentage is required with respect to such action under the provisions of this Agreement, in which case the act of the Partners holding Voting Interests that in the aggregate represent at least such greater or different percentage shall be required; *provided*, *however*, that if, as a matter of Applicable Law or amendment to this Agreement, approval by plurality vote of Partners is required to approve any action, no minimum quorum shall be required. The Partners present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal of enough Partners to leave less than a quorum, if any action taken (other than adjournment) is approved by Partners holding the required Voting Interests specified in this Agreement. In the absence of a quorum, any meeting of Partners may be adjourned from time to time by the affirmative vote of Partners with at least a majority of the Voting Interests entitled to vote at such meeting (including Voting Interests owned by the General Partner) represented either in person or by proxy, but no other business may be transacted.

(c) Unanimous Approval Matters. All Unanimous Approval Matters shall be approved by the unanimous affirmative vote or written consent of all of the Partners. Each Partner acknowledges and agrees that all references in this Agreement to any approval, consent or other form of authorization by "all Partners," "each of the Partners" or similar phrases shall be deemed to mean that such approval, consent or other form of authorization shall constitute a Unanimous Approval Matter that requires the unanimous approval of all of the Partners in accordance with this Section 8.3(c).

(d) Action Without a Meeting. Any action that may be taken at a meeting of the Partners may be taken without a meeting if an approval in writing setting forth the action so taken is signed by the Partners owning, in the aggregate, not less than the minimum Percentage Voting Interest that would be necessary to authorize or take such action at a meeting at which all of the Partners were present and voted. Prompt notice of the taking of action without a meeting shall be given to the Partners who have not approved such action in writing.

Section 8.4 Reliance by Third Parties. Persons dealing with the Partnership are entitled to rely conclusively upon the power and authority of the General Partner set forth in this Agreement. Neither a Limited Partner nor its Representative shall have the authority to bind the Partnership or any of its Subsidiaries.

ARTICLE IX
TRANSFERS OF PARTNERSHIP INTERESTS AND VOTING INTERESTS

Section 9.1 Restrictions on Transfers.

(a) General. Except as expressly provided by this Article IX, no Partner shall transfer all or any part of its Partnership Interests or Voting Interests to any Person without first obtaining the written approval of each of the other Partners, which approval may be granted or withheld in their sole discretion; *provided*, *however*, that any Partner may transfer any of its Partnership Interests and/or Voting Interests to an Affiliate of such Partner without first obtaining the written approval of each of the other Partners. To the extent that a Partner transfers any of its Partnership Interests to a Person pursuant to this Section 9.1(a), a proportionate percentage of such Partner's Voting Interests (based on such Partner's then-current Percentage Voting Interests relative to its then-current Percentage Equity Interests) shall be deemed to have been automatically transferred to such Person concurrently therewith. Exhibit A shall be amended without further action by the Partners to reflect any change in the Partnership Interests or Voting Interests of the Partners made pursuant to this Section 9.1(a).

(b) Transfer by Operation of Law. Notwithstanding anything in Section 9.1(a) to the contrary, in the event a Partner shall be party to a merger, consolidation or similar business combination transaction with another Person or sell all or substantially all its assets to another Person, such Partner may transfer all or part of its Partnership Interests and Voting Interests to such other Person without the approval of any other Partner.

(c) Re-Designation as General Partner Interest. To the extent that a Limited Partner transfers any of its Limited Partner Interest to the General Partner, such Limited Partner Interest shall, automatically and without further action by any Person, be re-designated as a General Partner Interest as of the effective date of such transfer.

(d) Consequences of an Unpermitted Transfer. Any transfer of a Partner's Partnership Interests or Voting Interests in violation of the applicable provisions of this Agreement shall, to the fullest extent permitted by law, be null and void *ab initio*.

Section 9.2 Conditions for Admission. No transferee of all or a portion of the Partnership Interests of any Partner shall be admitted as a Partner hereunder unless such Partnership Interests are transferred in compliance with the applicable provisions of this Agreement. Each such transferee shall have executed and delivered to the Partnership such instruments as the General Partner deems necessary or appropriate in its sole discretion to effectuate the admission of such transferee as a Partner and to confirm the agreement of such transferee to be bound by all the terms and provisions of this Agreement. The admission of a transferee shall be effective immediately prior to such transfer and, immediately following such admission, the transferor shall cease to be a Partner (to the extent it transferred its entire Partnership Interest). If the General Partner transfers its entire General Partner Interest in the Partnership, the transferee General Partner, to the extent admitted as a substitute General Partner, is hereby authorized to, and shall, continue the Partnership without dissolution.

Section 9.3 Allocations and Distributions. Subject to applicable Regulations, upon the transfer of all the Partnership Interests of a Partner as herein provided, the Profit or Loss of the Partnership attributable to the Partnership Interests so transferred for the Fiscal Year in which such transfer occurs shall be allocated between the transferor and transferee as of the effective date of the assignment, and such allocation shall be based upon any permissible method agreed to by the Partners that is provided for in Code Section 706 and the Regulations issued thereunder.

Section 9.4 Restriction on Resignation or Withdrawal. Except in connection with a transfer permitted pursuant to Section 9.1 or as contemplated by Section 12.1, no Partner shall withdraw from the Partnership without the consent of each of the other Partners. To the extent permitted by law, any purported withdrawal from the Partnership in violation of this Section 9.4 shall be null and void *ab initio*.

ARTICLE X
LIABILITY, EXCULPATION AND INDEMNIFICATION

Section 10.1 Liability for Partnership Obligations. Except as otherwise required by the Act, the Liabilities of the Partnership shall be solely the Liabilities of the Partnership, and no Covered Person (other than the General Partner) shall be obligated personally for any such Liability of the Partnership solely by reason of being a Covered Person.

Section 10.2 Disclaimer of Duties and Exculpation.

(a) Except as otherwise expressly provided in this Agreement, to the fullest extent permitted by law, no Covered Person shall have any duty (fiduciary or otherwise) or obligation to the Partnership, the Partners or to any other Person bound by this Agreement, and in taking, or refraining from taking, any action required or permitted under this Agreement or under Applicable Law, each Covered Person shall be entitled to consider only such interests and factors as such Covered Person deems advisable, including its own interests, and need not consider any interest of or factors affecting, any other Covered Person or the Partnership notwithstanding any duty otherwise existing at law or in equity. To the extent that a Covered Person is required or permitted under this Agreement to act in "good faith" or under another express standard, such Covered Person shall act under such express standard and shall not be subject to any other or different standard under this Agreement or otherwise existing under Applicable Law or in equity.

(b) The provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and Liabilities of a Covered Person otherwise existing under Applicable Law or in equity, are agreed by the Partners to replace such other duties and Liabilities of such Covered Person in their entirety, and no Covered Person shall be liable to the Partnership, the Partners or any other Person bound by this Agreement for its good faith reliance on the provisions of this Agreement.

(c) To the fullest extent permitted by law, no Covered Person shall be liable to the Partnership, the Partners or any other Person bound by this Agreement for any cost, expense,

loss, damage, claim or Liability incurred by reason of any act or omission performed or omitted by such Covered Person in such capacity, whether or not such Person continues to be a Covered Person at the time of such cost, expense, loss, damage, claim or Liability is incurred or imposed, if the Covered Person acted in good faith reliance on the provisions of this Agreement, and, with respect to any criminal action or proceeding, such Covered Person had no reasonable cause to believe its conduct was unlawful.

(d) A Covered Person shall be fully protected from liability to the Partnership, the Partners and any other Person bound by this Agreement in acting or refraining from acting in good faith reliance upon the records of the Partnership and such other information, opinions, reports or statements presented to the Partnership by any Person as to any matters the Covered Person reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Partnership, including information, opinions, reports or statements as to the value and amount of the assets, Liabilities, Profits and Losses of the Partnership.

Section 10.3 Indemnification.

(a) To the fullest extent permitted by law but subject to the limitations expressly provided in this Agreement, all Covered Persons shall be indemnified and held harmless by the Partnership from and against any and all losses, claims, damages, liabilities, joint or several, expenses (including legal fees and expenses), judgments, fines, penalties, interest, settlements or other amounts arising from any and all threatened, pending or completed claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative, and whether formal or informal and including appeals, in which any Covered Person may be involved, or is threatened to be involved, as a party or otherwise, by reason of its status as a Covered Person and acting (or refraining to act) in such capacity on behalf of or for the benefit of the Partnership; provided, that the Covered Person shall not be indemnified and held harmless pursuant to this Agreement if there has been a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in respect of the matter for which the Covered Person is seeking indemnification pursuant to this Agreement, the Covered Person acted in bad faith or engaged in intentional fraud, willful misconduct or, in the case of a criminal matter, acted with knowledge that the Covered Person's conduct was unlawful. Any indemnification pursuant to this Section 10.3 shall be made only out of the assets of the Partnership, it being agreed that the General Partner shall not be personally liable for such indemnification and shall have no obligation to contribute or loan any monies or property to the Partnership to enable it to effectuate such indemnification.

(b) To the fullest extent permitted by law, expenses (including legal fees and expenses) incurred by a Covered Person who is indemnified pursuant to Section 10.3(a) in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Partnership prior to a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in respect of the matter for which the Covered Person is seeking indemnification pursuant to this Section 10.3, the Covered Person is not entitled to be indemnified upon receipt by the Partnership of any undertaking by or on behalf of the Covered Person to repay such amount if it shall be ultimately determined that the Covered Person is not entitled to be indemnified as authorized by this Section 10.3.

(c) The indemnification provided by this Section 10.3 shall be in addition to any other rights to which a Covered Person may be entitled under any agreement, as a matter of law, in equity or otherwise, both as to actions in the Covered Person's capacity as a Covered Person and as to actions in any other capacity, and shall continue as to a Covered Person who has ceased to serve in such capacity and shall inure to the benefit of the heirs, successors, assigns and administrators of the Covered Person.

ARTICLE XI
CONFLICTS OF INTEREST

Section 11.1 Transactions with Affiliates. The Partnership and its Subsidiaries shall be permitted to enter into or renew or extend the term of any agreement or transaction with a Partner or an Affiliate of a Partner on such terms and conditions as the General Partner shall approve in its sole discretion, without the approval of any Limited Partner.

Section 11.2 Outside Activities. To the fullest extent permitted by law, notwithstanding anything to the contrary in this Agreement or any duty otherwise existing at law or in equity, (a) the engaging in activities by any Covered Person that are competitive with the business of the Partnership is hereby approved by all Partners, (b) it shall be deemed not to be a breach of any fiduciary duty or any other duty or obligation of a Partner under this Agreement or otherwise existing under Applicable Law or in equity for such Covered Person to engage in such activities in preference to or to the exclusion of the Partnership, (c) a Covered Person shall have no obligation under this Agreement or as a result of any duty (including any fiduciary duty) otherwise existing under Applicable Law or in equity, to present business opportunities to the Partnership and (d) the doctrine of corporate opportunity, or any analogous doctrine, shall not apply to any Covered Person, provided such Covered Person does not engage in such activity as a result of or using confidential or proprietary information provided by or on behalf of the Partnership to such Covered Person.

ARTICLE XII
DISSOLUTION AND TERMINATION

Section 12.1 Dissolution. The Partnership shall be dissolved and its business and affairs wound up upon the earliest to occur of any one of the following events:

(a) at any time there are no Limited Partners of the Partnership, unless the business of the Partnership is continued in accordance with the Act;

(b) the written consent of all the Partners;

(c) an "event of withdrawal" (as defined in the Act) of the General Partner; or

(d) the entry of a decree of judicial dissolution of the Partnership pursuant to Section 17-802 of the Act.

Notwithstanding the foregoing, the Partnership shall not be dissolved and its business and affairs shall not be wound up upon the occurrence of any event specified in clause (c) above if, at the time of occurrence of such event, there is at least one remaining General Partner (who is hereby authorized to, and shall, carry on the business of the Partnership) and at least one Limited Partner, or if within ninety (90) days after the date on which such event occurs, the remaining Partners elect in writing to continue the business of the Partnership and to the appointment, effective as of the date of such event, if required, of one or more additional General Partners of the Partnership. Except as provided in this paragraph, and to the fullest extent permitted by the Act, the occurrence of an event that causes a Partner to cease to be a Partner of the Partnership shall not, in and of itself, cause the Partnership to be dissolved or its business or affairs to be wound up, and upon the occurrence of such an event, the business of the Partnership shall, to the extent permitted by the Act, continue without dissolution.

Section 12.2 Winding Up of Partnership. Upon dissolution, the Partnership's business shall be wound up in an orderly manner. The General Partner shall (unless the General Partner (or, if no General Partner, the remaining Limited Partners) elects to appoint a liquidating trustee) wind up the affairs of the Partnership pursuant to this Agreement. In winding up the Partnership, the General Partner or liquidating trustee is authorized to sell, distribute, exchange or otherwise dispose of the assets of the Partnership in accordance with the Act and in any reasonable manner that the General Partner or liquidating trustee shall determine to be in the best interest of the Partners or their successors-in-interest. The General Partner or liquidating trustee shall take full account of the Partnership's Liabilities and Property and shall cause the Property or the proceeds from the sale thereof, to the extent sufficient therefor, to be applied and distributed, to the maximum extent permitted by Applicable Law, in the following order:

(a) First, to creditors, including Partners who are creditors, to the extent permitted by law, in satisfaction of all of the Partnership's Liabilities (whether by payment or the making of reasonable provision for payment thereof to the extent required by Section 17-804 of the Act), other than Liabilities for distribution to Partners under Section 17-601 or 17-604 of the Act;

(b) Second, to the Partners and former Partners of the Partnership in satisfaction of Liabilities for distributions under Sections 17-601 or 17-604 of the Act; and

(c) The balance, if any, to the Partners in accordance with the positive balance in their respective Capital Accounts, after giving effect to all contributions, distributions and allocations for all periods.

Section 12.3 Compliance with Certain Requirements of Regulations; Deficit Capital Accounts. In the event the Partnership is "liquidated" within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g), distributions shall be made pursuant to this Article XII to the Partners who have positive Capital Accounts in compliance with Regulations Section 1.704- 1(b)(2)(ii)(b)(2). If any Partner has a deficit balance in its Capital Account (after giving effect to all contributions,

distributions and allocations for all Allocation Years, including the Allocation Year during which such liquidation occurs), such Partner shall have no obligation to make any contribution to the capital of the Partnership with respect to such deficit, and such deficit shall not be considered a debt owed to the Partnership or to any other Person for any purpose whatsoever.

Section 12.4 Deemed Distribution and Recontribution. Notwithstanding any other provision of this Article XII, in the event the Partnership is liquidated within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g) but no actual dissolution and winding up under the Act has occurred, the Property shall not be liquidated, the Partnership's debts and other Liabilities shall not be paid or discharged, and the Partnership's affairs shall not be wound up. Instead, solely for federal income tax purposes, the Partnership shall be deemed to have contributed all its Property and Liabilities to a new limited partnership in exchange for an interest in such new limited partnership and, immediately thereafter, the Partnership will be deemed to liquidate by distributing interests in the new limited partnership to the Partners.

Section 12.5 Distribution of Property. In the event the General Partner determines that it is necessary in connection with the winding up of the Partnership to make a distribution of property in kind, such property shall be transferred and conveyed to the Partners so as to vest in each of them as a tenant in common an undivided interest in the whole of such property, but otherwise in accordance with Section 12.3.

Section 12.6 Termination of Partnership. The Partnership shall terminate when all assets of the Partnership, after payment of or due provision for all Liabilities of the Partnership, shall have been distributed to the Partners in the manner provided for in this Agreement, and the Certificate shall have been canceled in the manner provided by the Act.

ARTICLE XIII
MISCELLANEOUS

Section 13.1 Notices. Any notice, consent or approval to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered: (a) personally by a reputable courier service that requires a signature upon delivery; (b) by mailing the same via registered or certified first-class mail, postage prepaid, return receipt requested; or (c) by telecopying or transmitting by electronic mail the same with receipt confirmation to the intended recipient. Any such writing will be deemed to have been given: (i) as of the date of personal delivery via courier as described above; (ii) as of the third calendar day after depositing the same into the custody of the postal service as evidenced by the date-stamped receipt issued upon deposit of the same into the mails as described above; and (iii) as of the date and time electronically transmitted in the case of telecopy or electronic mail delivery as described above, in each case addressed to the intended party at the address set forth on Exhibit A. Any Partner may designate different addresses or telephone numbers by notice to the other Partners.

Section 13.2 Integration. This Agreement constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

Section 13.3 Assignment. To the fullest extent permitted by law, a Partner shall not assign all or any of its rights, obligations or benefits under this Agreement to any other Person otherwise than (a) in connection with a transfer of its Partnership Interests and Voting Interests pursuant to Article IX or (ii) with the prior written consent of each of the other Partners, which consent may be withheld in such Partner's sole discretion, and any attempted assignment not in compliance with Article IX or this Section 13.3 shall, to the fullest extent permitted by law, be null and void *ab initio*.

Section 13.4 Parties in Interest. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

Section 13.5 Counterparts. This Agreement may be executed in counterparts, all of which together shall constitute an agreement binding on all the parties hereto, notwithstanding that all such parties are not signatories to the original or the same counterpart.

Section 13.6 Amendment; Waiver. Subject to Section 2.2, this Agreement may not be amended except in a written instrument signed by each of the Partners and expressly stating it is an amendment to this Agreement. Any failure or delay on the part of any Partner in exercising any power or right hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise of any such right or power preclude any other or further exercise thereof or the exercise of any other right or power hereunder or otherwise available under Applicable Law or in equity.

Section 13.7 Severability. If any term, provision, covenant, or restriction in this Agreement or the application thereof to any Person or circumstance, at any time or to any extent, is held by a court of competent jurisdiction or other Governmental Authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement (or the application of such provision in other jurisdictions or to Persons or circumstances other than those to which it was held invalid or unenforceable) shall in no way be affected, impaired or invalidated, and to the extent permitted by Applicable Law, any such term, provision, covenant or restriction shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the Partners prior to the determination of such invalidity or unenforceability.

Section 13.8 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICTS OF LAW THEREOF. ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM OR PROCEEDING RELATED TO OR ARISING OUT OF THIS AGREEMENT, OR ANY TRANSACTION OR CONDUCT IN CONNECTION HEREWITH, IS HEREBY WAIVED BY EACH OF THE PARTNERS.

Section 13.9 No Bill for Accounting. To the fullest extent permitted by law, in no event shall any Partner have any right to file a bill for an accounting or any similar proceeding.

Section 13.10 Waiver of Partition. Each Partner hereby waives any right to partition of the Partnership property.

Section 13.11 Third Parties. Nothing herein expressed or implied is intended or shall be construed to confer upon or give any Person (other than Covered Persons) other than the Partners and their respective successors, legal representatives and permitted assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have signed this Agreement as of the Effective Date.

GENERAL PARTNER:

Hess North Dakota Export Logistics GP LLC

By: /s/ Jonathan C. Stein
Name: Jonathan C. Stein
Title: Vice President

LIMITED PARTNER:

Hess Infrastructure Partners LP

By: Hess Infrastructure Partners GP, LLC, its general partner

By: /s/ Jonathan C. Stein
Name: Jonathan C. Stein
Title: Chief Financial Officer

Exhibit A

Partner	Percentage Equity Interest	Type of Partnership Interest	Percentage Voting Interest
Hess North Dakota Export Logistics GP LLC	20.0%	General Partner Interest	51%
1501 McKinney Street Houston, Texas 77010			
Attention: Email:			
Hess Infrastructure Partners LP	80.0%	Limited Partner Interest	49%
c/o Hess Corporation 1185 Avenue of the Americas New York, New York 10036			
Attention: Email:			

Exhibit 10.7

Execution Version

AMENDED AND RESTATED

AGREEMENT OF LIMITED PARTNERSHIP

of

HESS NORTH DAKOTA PIPELINES OPERATIONS LP

Dated as of

April 10, 2017

TABLE OF CONTENTS

Amended and Restated
Agreement of Limited Partnership

of

Hess North Dakota Pipelines Operations LP

This Amended and Restated Agreement of Limited Partnership of Hess North Dakota Pipelines Operations LP, a Delaware limited partnership (the "***Partnership***"), effective as of April 10, 2017 (the "***Effective Date***"), is entered into by and between Hess North Dakota Pipelines GP LLC, a Delaware limited liability company ("***Gathering GP***"), as the General Partner, and Hess Infrastructure Partners LP, a Delaware limited partnership ("***HIP***"), as the Limited Partner.

WHEREAS, the Partnership was previously formed as a limited partnership and was governed by the Agreement of Limited Partnership of the Partnership, dated as of February 27, 2017 (the "***Original Agreement***"); and

WHEREAS, the General Partner and the Limited Partner desire to amend and restate the Original Agreement in its entirety pursuant to the terms hereof.

NOW THEREFORE, in consideration of the covenants, conditions and agreements contained herein, the parties hereto hereby amend and restate the Original Agreement in its entirety and agree as follows:

ARTICLE I
DEFINITIONS AND CONSTRUCTION

Section 1.1 Definitions. The following terms have the following meanings when used in this Agreement.

"***Act***" means the Delaware Revised Uniform Limited Partnership Act, 6 Del. C. § 17-101 *et seq.*, as amended, supplemented or restated from time to time, and any successor to such statute.

"***Adjusted Capital Account***" means, with respect to any Partner, the balance in such Partner's Capital Account as of the end of the relevant Allocation Year, after giving effect to the following adjustments:

(i) credit to such Capital Account any amounts which such Partner is deemed obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

(ii) debit to such Capital Account the items described in Regulations Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) and 1.704-1(b)(2)(ii)(d)(6).

The foregoing definition of Adjusted Capital Account is intended to comply with the provisions of Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

"***Adjusted Capital Account Deficit***" means, with respect to any Partner, the deficit balance, if any, in such Partner's Adjusted Capital Account as of the end of the relevant Allocation Year.

"***Affiliate***" means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with, the Person in question. As used herein, the term "***control***" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

"***Agreement***" means this Amended and Restated Agreement of Limited Partnership of Hess North Dakota Pipelines Operations LP, as amended from time to time.

"***Allocation Year***" means (a) each calendar year ending on December 31 or (b) any portion thereof for which the Partnership is required to allocate Profits, Losses and other items of Partnership income, gain, loss or deduction pursuant to Article V.

"***Applicable Law***" means any applicable statute, law, regulation, ordinance, rule, judgment, rule of law, order, decree, permit, approval, concession, grant, franchise, license, agreement, requirement or other governmental restriction or any similar form of decision of, or any provision or condition of any permit, license or other operating authorization issued under any of the foregoing by or any determination by any Governmental Authority having or asserting jurisdiction over the matter or matters in question, whether now or hereafter in effect and in each case as amended (including all of the terms and provisions of the common law of such Governmental Authority), as interpreted and enforced at the time in question.

"***Calculation Agent***" means Hess Infrastructure Partners LP or any other successor appointed by the Partnership, acting as calculation agent.

"***Capital Account***" means, with respect to any Partner, the Capital Account established and maintained for such Partner in accordance with the following provisions:

(i) to each Partner's Capital Account there shall be credited (A) such Partner's Capital Contributions, (B) such Partner's distributive share of Profits and any items in the nature of income or gain that are specially allocated to such Partner pursuant to Section 5.3 or Section 5.4 and (C) the amount of any Liabilities of the Partnership assumed by such Partner or that are secured by any Property distributed to such Partner;

(ii) to each Partner's Capital Account there shall be debited (A) the amount of cash and the Gross Asset Value of any Partnership Property distributed to such Partner pursuant to any provision of this Agreement, (B) such Partner's distributive share of Losses and any items in the nature of deduction, expense or loss which are specially allocated to such Partner pursuant to Section 5.3 or Section 5.4 and (C) the amount of any Liabilities of such Partner assumed by the Partnership or that are secured by any Property contributed by such Partner to the Partnership;

(iii) in the event a Partnership Interest is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred interest; and

(iv) in determining the amount of any Liability for purposes of subparagraphs (i) and (ii) above there shall be taken into account Code Section 752(c) and any other applicable provisions of the Code and Regulations.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Regulations. In the event the Tax Matters Partner shall determine in good faith and on a commercially reasonable basis that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto, are computed in order to comply with such Regulations, the Tax Matters Partner may make such modification, provided that the Tax Matters Partner promptly gives each other Partner written notice of such modification. The Tax Matters Partner also shall, in good faith and on a commercially reasonable basis, (A) make any adjustments to the Capital Accounts that are necessary or appropriate to maintain equality between the aggregate Capital Accounts of the Partners and the amount of capital reflected on the Partnership's balance sheet, as computed for book purposes, in accordance with Regulations Section 1.704-1(b)(2)(iv)(q) and (B) make any appropriate modifications to the Capital Accounts in the event unanticipated events might otherwise cause this Agreement not to comply with Regulations Section 1.704-1(b).

"***Capital Contributions***" means, with respect to any Partner, the amount of cash, cash equivalents or the initial Gross Asset Value of any Property (other than cash) contributed or deemed contributed to the Partnership by such Partner.

"***Capital Lease***" means any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as a capital lease on a consolidated balance sheet of the Partnership and its subsidiaries in accordance with GAAP.

"***Capital Request***" has the meaning set forth in Section 4.2(b)(v).

"***Certificate***" means the certificate of limited partnership of the Partnership filed with the Secretary of State of the State of Delaware in accordance with the Act, as amended from time to time.

"***Code***" means the Internal Revenue Code of 1986, as amended and in effect from time to time. Any reference herein to a specific section or sections of the Code shall be deemed to include a reference to any corresponding provision of any successor law.

"***Completion Funding Obligation***" means the obligation of HIP to fund certain Uncompleted Projects (as defined in the Contribution Agreement) as set forth in Article V of the Contribution Agreement.

"***Contribution Agreement***" means that certain Contribution, Conveyance and Assumption Agreement, dated as of the Effective Date, by and among Hess Midstream Partners, the General Partner, the Partnership and the other parties thereto.

"***Covered Person***" means any Partner, any Affiliate of a Partner or any officers, directors, shareholders, members, partners, employees, representatives or agents of a Partner or their respective Affiliates, any Representative, or any employee, officer or agent of the Partnership or its Subsidiaries.

"***Depreciation***" means, for each Allocation Year, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such Allocation Year for federal income tax purposes, except that (i) if the Gross Asset Value of an asset differs from its adjusted tax basis for federal income tax purposes at the beginning of such Allocation Year and such difference is being eliminated by use of the "remedial allocation method" as defined in Regulations Section 1.704-3(d), Depreciation for such Allocation Year shall equal the amount of book basis recovered for such period under the rules prescribed in Regulations Section 1.704-3(d) and (ii) with respect to any other asset whose Gross Asset Value differs from its adjusted tax basis for federal income tax purposes at the beginning of such Allocation Year, Depreciation shall be an amount that bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization or other cost recovery deduction for such Allocation Year bears to such beginning adjusted tax basis; *provided, however,* that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Allocation Year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the General Partner.

"***Designated LIBOR Page***" means the display on Reuters, or any successor service, on page LIBOR01, or any other page as may replace that page on that service, for the purpose of displaying the London Interbank rates for U.S. dollars.

"***Disregarded Entity***" means an entity that is disregarded as an entity separate from its owner pursuant to Regulations Section 301-7701-3(b)(1)(ii).

"***Distributable Cash***" means, with respect to any Quarter: (i) the sum of all cash and cash equivalents of the Partnership and its Subsidiaries on hand at the end of such Quarter; less (ii) the amount of cash reserves, if any, established by the General Partner in its sole discretion to (A) provide for the proper conduct of the business of the Partnership and its Subsidiaries (including reserves for future capital or operating expenditures and for anticipated future credit needs of the Partnership and its Subsidiaries or to make distributions with respect to Excess Capital pursuant to Section 6.2) subsequent to such Quarter; or (B) comply with Applicable Law or any loan agreement, security agreement, mortgage, debt instrument or other agreement or obligation to which the Partnership or any of its Subsidiaries is a party or by which any of them is bound or any of their respective assets are subject.

"***Effective Date***" has the meaning set forth in the Preamble.

"***Excess Capital***" means, with respect to any Partner for any relevant Quarter, the excess, if any, of (i) such Partner's Excess Capital Contributions, over (ii) the aggregate amount of distributions made to such Partner pursuant to Section 6.2.

"***Excess Capital Contributions***" has the meaning set forth in Section 4.2(b)(v).

"***Excess Capital Priority Return***" means, with respect to any Partner for any relevant Quarter, an amount equal to the product of (i) the sum of (x) LIBOR determined for the LIBOR Determination Date with respect to such Quarter *plus* (y) 1.275% *times* (ii) the weighted average balance of such Partner's Excess Capital for such Quarter.

"***Fiscal Year***" means a calendar year.

"***Full Participant***" has the meaning set forth in Section 4.2(b)(v).

"***GAAP***" means generally accepted accounting principles in the United States.

"***Gathering Assets***" means the natural gas, crude oil and NGL gathering pipelines and all other assets owned by Hess North Dakota Pipelines LLC as of the Effective Date.

"***Gathering GP***" has the meaning set forth in the Preamble.

"***General Partner***" means Gathering GP and its successors and permitted assigns that are admitted to the Partnership as general partner and any additional general partner of the Partnership, each in its capacity as general partner of the Partnership.

"***General Partner Interest***" means the equity interest of the General Partner in the Partnership including, without limitation, any and all economic rights, powers and benefits to which the General Partner is entitled as provided in this Agreement, together with all obligations of the General Partner (as the holder of the General Partner Interest) to comply with the terms and provisions of this Agreement. For the avoidance of doubt, the General Partner Interest does not include any Voting Interests held by the General Partner.

"***Governmental Authority***" means any federal, state, local or foreign government or any provincial, departmental or other political subdivision thereof, or any entity, body or authority exercising executive, legislative, judicial, regulatory, administrative or other governmental functions or any court, department, commission, board, bureau, agency, instrumentality or administrative body of any of the foregoing.

"***Gross Asset Value***" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(i) the initial Gross Asset Value of any Property contributed by a Partner to the Partnership shall be the gross fair market value of such asset as agreed to by each Partner or, in the absence of any such agreement, as determined by the General Partner, *provided* that the initial Gross Asset Value of the Gathering Assets shall not be adjusted as a result of payment by HIP in discharge of its Completion Funding Obligation;

(ii) the Gross Asset Values of all items of Property shall be adjusted to equal their respective fair market values as determined by the General Partner as of the following times: (A) the acquisition of an additional interest in the Partnership by any new or existing Partner in exchange for more than a *de minimis* Capital Contribution, *provided* that no adjustment to Gross Asset Values shall be made in connection with the making of any Capital Contributions by the Partners that do not result in an adjustment to the Percentage Equity Interests of the Partners, (B) the distribution by the Partnership to a Partner of more than a *de minimis* amount of Property as consideration for an interest in the Partnership, (C) the issuance of additional Partnership Interests as consideration for the provision of services, (D) the liquidation of the Partnership within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g) (other than pursuant to Section 708(b)(1)(B) of the Code), (E) the issuance of a Noncompensatory Option, or (F) any other event to the extent determined by the Partners to be necessary to properly reflect the Gross Asset Values in accordance with the standards set forth in Regulations Section 1.704-1(b)(2)(iv)(q); *provided, however*, that in the event of the issuance of an interest in the Partnership pursuant to the exercise of a Noncompensatory Option where the right to share in Partnership capital represented by the Partnership Interest differs from the consideration paid to acquire and exercise the Noncompensatory Option, the Gross Asset Value of each Partnership asset immediately after the issuance of the Partnership Interest shall be adjusted upward or downward to reflect any unrealized gain or unrealized loss attributable to the Partnership asset and the Capital Accounts of the Partners shall be adjusted in a manner consistent with Regulations Section 1.704-1(b)(2)(iv)(s); *provided further* that if any Noncompensatory Options are outstanding upon the occurrence of an event described in this paragraph (ii)(A) through (ii)(F), the Partnership shall adjust the Gross Asset Values of its properties in accordance with Treasury Regulations Sections 1.704-1(b)(2)(iv)(f)(1) and 1.704-1(b)(2)(iv)(h)(2);

(iii) the Gross Asset Value of any item of Property distributed to any Partner shall be adjusted to equal the fair market value of such item on the date of distribution as determined by the General Partner; and

(iv) the Gross Asset Value of each item of Property shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Sections 734(b) or 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m) and subparagraph (vi) of the definition of Profits and Losses; *provided, however,* that Gross Asset Values shall not be adjusted pursuant to this subparagraph (iv) to the extent that an adjustment pursuant to subparagraph (ii) above is required in connection with a transaction that would otherwise result in an adjustment pursuant to this subparagraph (iv).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to subparagraph (i), subparagraph (ii) or subparagraph (iv) above, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

"***Guarantees***" by any Person means any obligation, contingent or otherwise, of such Person directly or indirectly guaranteeing any Indebtedness or other obligation of any other Person or in any manner providing for the payment of any Indebtedness or other obligation of any other Person or otherwise protecting the holder of such Indebtedness or other obligations against loss (whether arising by virtue of organizational agreements, by obtaining letters of credit, by agreement to keep-well, to take-or-pay or to purchase assets, goods, securities or services, or otherwise); *provided, however,* that the term "Guarantee" shall not include endorsements for collection or deposit in the ordinary course of business.

"***Hess Midstream Cash Pooling Agreement***" means the Cash Pooling Agreement entered into as of April 10, 2017, by and among Hess Midstream Partners, the Partnership, Hess TPG Operations LP, Hess Mentor Storage Holdings LLC and Hess North Dakota Export Logistics Operations LP.

"***Hess Midstream Partners***" means Hess Midstream Partners LP, a Delaware limited partnership.

"***HIP***" has the meaning set forth in the Preamble.

"***Indebtedness***" of any Person means, without duplication, (i) all obligations of such Person for borrowed money or with respect to deposits or advances of any kind, (ii) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (iii) all obligations of such Person upon which interest charges are customarily paid, (iv) all obligations of such Person under conditional sale or other title retention agreements relating to property or assets purchased by such Person, (v) all obligations of such Person issued or assumed as the deferred purchase price of property or services (excluding trade accounts payable, trade advertising and accrued obligations), (vi) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any lien on property owned or acquired by such Person, whether or not the obligations secured thereby have been assumed, (vii) all Guarantees by such Person of Indebtedness of others, (viii) all Capital Lease obligations of such Person, (ix) all obligations of such Person in respect of interest rate protection agreements, foreign currency exchange agreements or other interest rate hedging arrangements and (x) all obligations of such Person as an account party in respect of letters of credit and bankers' acceptances. The Indebtedness of any Person shall include the Indebtedness of any partnership in which such Person is a general partner, other than to the extent that the instrument or agreement evidencing such Indebtedness expressly limits the Liability of such Person in respect thereof.

"***Liability***" means any Indebtedness, obligation or other liability, whether arising under Applicable Law, contract or otherwise, known or unknown, fixed or contingent, real or potential, tangible or intangible, now existing or hereafter arising.

"***LIBOR***" means, for any LIBOR Determination Date, the arithmetic mean of the offered rates for deposits in U.S. dollars for a three-month period commencing on the second London Banking Day immediately following that LIBOR Determination Date that appear on the Designated LIBOR Page as of 11:00 a.m., London time, on that LIBOR Determination Date, if at least two offered rates appear on the Designated LIBOR Page, provided that if the specified

Designated LIBOR Page by its terms provides only for a single rate, that single rate will be used. If (i) fewer than two offered rates appear or (ii) no rate appears and the Designated LIBOR Page by its terms provides only for a single rate, then the Calculation Agent will request the principal London offices of each of four major banks in the London interbank market, as selected by the Calculation Agent, to provide the Calculation Agent with its offered quotation for deposits in U.S. dollars for a three-month period commencing on the second London Banking Day immediately following that LIBOR Determination Date to prime banks in the London interbank market at approximately 11:00 a.m., London time, on that LIBOR Determination Date and in a principal amount that is representative of a single transaction in U.S. dollars in that market at that time. If at least two quotations are provided, LIBOR determined on that LIBOR Determination Date will be the arithmetic mean of those quotations. If fewer than two quotations are provided, LIBOR will be the arithmetic mean of the rates quoted at approximately 11:00 a.m., New York City time, on that LIBOR Determination Date by three major banks in New York City selected by the Calculation Agent for loans in U.S. dollars to leading European banks for a three-month period and in a principal amount that is representative of a single transaction in U.S. dollars in that market at that time. If the banks so selected by the Calculation Agent are not quoting as set forth above, LIBOR for that LIBOR Determination Date will remain LIBOR for the immediately preceding Quarter. All percentages used in or resulting from any calculation of LIBOR will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005% rounded up to 0.00001%. The determination of Three-Month LIBOR for each relevant distribution period by the Calculation Agent will (in the absence of manifest error) be final and binding.

"***LIBOR Determination Date***" means the second London Banking Day immediately preceding the first day of the relevant Quarter.

"***Limited Partner***" means HIP and its successors and permitted assigns that are admitted as a limited partner of the Partnership and each additional Person who becomes a limited partner of the Partnership pursuant to the terms of this Agreement, in each case, in such Person's capacity as a limited partner of the Partnership.

"***Limited Partner Interest***" means the equity interest of a Limited Partner in the Partnership (in its capacity as a limited partner) including, without limitation, any and all economic rights and benefits to which such Limited Partner is entitled as provided in this Agreement, together with all obligations of such Limited Partner (as the holder of a Limited Partner Interest) to comply with the terms and provisions of this Agreement. For the avoidance of doubt, Limited Partner Interests of a Limited Partner do not include any Voting Interests held by such Limited Partner.

"***London Banking Day***" means any day on which commercial banks and foreign exchange markets settle payments in London.

"***Maintenance Capital Expenditures***" has the meaning set forth in the MLP Partnership Agreement.

"***Minimum Gain***" has the meaning set forth in Regulations Sections 1.704-2(b)(2) and 1.704-2(d).

"***MLP Partnership Agreement***" means the Second Amended and Restated Agreement of Limited Partnership of Hess Midstream Partners, dated as of the Effective Date.

"***Noncompensatory Option***" has the meaning set forth in Regulations Section 1.721-2(f).

"***Non-Funding Partner***" has the meaning set forth in Section 4.2(b)(v).

"***Nonrecourse Deductions***" has the meaning set forth in Regulations Section 1.704-2(b)(1) and 1.704-2(c).

"***Nonrecourse Liability***" has the meaning set forth in Regulations Section 1.704-2(b)(3).

"***Officers***" has the meaning set forth in the Section 8.1(b).

"***Other Projects***" has the meaning set forth in the Contribution Agreement.

"***Partner***" means a General Partner or a Limited Partner.

"***Partner Nonrecourse Debt***" has the meaning set forth in Regulations Section 1.704-2(b)(4).

"***Partner Nonrecourse Debt Minimum Gain***" means an amount, with respect to each Partner Nonrecourse Debt, equal to the Minimum Gain that would result if such Partner Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Regulations Section 1.704-2(i)(3).

"***Partner Nonrecourse Deductions***" has the meaning set forth in Regulations Sections 1.704-2(i)(1) and 1.704-2(i)(2).

"***Partnership***" has the meaning set forth in the Preamble.

"***Partnership Interest***" means the entire equity interest of a Partner, including any class or series of equity interest, in the Partnership at any time, which shall include any Limited Partner Interests and the General Partner Interest. For the avoidance of doubt, Voting Interests shall not be considered Partnership Interests for purposes of this Agreement. The Partners' respective Percentage Equity Interests as of the Effective Date are set forth on Exhibit A to this Agreement, as may be amended from time to time in accordance with this Agreement.

"***Percentage Equity Interests***" has the meaning set forth in Section 3.1.

"***Percentage Voting Interests***" has the meaning set forth in Section 3.1.

"***Person***" means an individual or a corporation, firm, limited liability company, partnership, joint venture, trust, estate, unincorporated organization, association, Governmental Authority or political subdivision thereof or other entity.

"***Profits***" and "***Losses***" mean, for each Allocation Year, an amount equal to the Partnership's taxable income or loss for such Allocation Year, determined in accordance with

Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments (without duplication):

(i) the Partnership shall be treated as owning directly its proportionate share (as determined by the General Partner) of any other partnership, limited liability company, unincorporated business or other entity classified as a partnership or disregarded entity for U.S. federal income tax purposes of which the Partnership is, directly or indirectly, a partner, member or other equity-holder;

(ii) any income of the Partnership that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this definition of Profits and Losses shall be added to such taxable income or loss;

(iii) any expenditures of the Partnership described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses pursuant to this definition of Profits and Losses, shall be subtracted from such taxable income or loss;

(iv) in the event the Gross Asset Value of any item of Property is adjusted pursuant to subparagraph (ii) or subparagraph (iii) of the definition of Gross Asset Value, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the Gross Asset Value of the item of Property) or an item of loss (if the adjustment decreases the Gross Asset Value of the item of Property) from the disposition of such asset and shall be taken into account for purposes of computing Profits or Losses;

(v) gain or loss resulting from any disposition of any Property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the item of Property disposed of, notwithstanding that the adjusted tax basis of such Property differs from its Gross Asset Value;

(vi) in lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Allocation Year, computed in accordance with the definition of Depreciation;

(vii) to the extent an adjustment to the adjusted tax basis of any item of Property pursuant to Code Sections 734(b) or 743(b) is required, pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Partner's Partnership Interest, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the item of Property) or loss (if the adjustment decreases such basis) from the disposition of such item of Property and shall be taken into account for purposes of computing Profits or Losses; and

(viii) notwithstanding any other provision of this definition, any items that are specially allocated pursuant to Section 5.3 or Section 5.4 shall not be taken into account in calculating Profits or Losses.

The amounts of the items of Partnership income, gain, loss or deduction available to be specially allocated pursuant to Section 5.3 and Section 5.4 shall be determined by applying rules analogous to those set forth in subparagraph (i) through subparagraph (viii) above. For the avoidance of doubt, any guaranteed payment that accrues with respect to an Allocation Year will be treated as an item of deduction of the Partnership for purposes of computing Profits and Losses in accordance with the provisions of Regulations Section 1.707-1(c).

"***Property***" means all real and personal property acquired by the Partnership, including cash, and any improvements thereto, and shall include both tangible and intangible property.

"***Quarter***" means, unless the context requires otherwise, a fiscal quarter of the Partnership or, with respect to the fiscal quarter of the Partnership that includes the Effective Date, the portion of such fiscal quarter from and after the Effective Date.

"***Regulations***" means the Income Tax Regulations, including Temporary Regulations, promulgated under the Code, as such regulations are amended from time to time.

"***Regulatory Allocations***" has the meaning set forth in Section 5.4.

"***Representative***" has the meaning set forth in Section 8.3(a).

"***Subsidiary***" means, with respect to any Person, (i) a corporation of which more than 50% of the voting power of shares entitled (without regard to the occurrence of any contingency) to vote in the election of directors or other governing body of such corporation is owned, directly or indirectly, at the date of determination, by such Person, by one or more Subsidiaries of such Person or a combination thereof, (ii) a partnership (whether general or limited) in which such Person or a Subsidiary of such Person is, at the date of determination, a general or limited partner of such partnership, but only if more than 50% of the general partner interests of such partnership is owned, directly or indirectly, at the date of determination, by such Person, by one or more Subsidiaries of such Person or a combination thereof or (iii) any other Person (other than a corporation or a partnership) in which such Person, one or more Subsidiaries of such Person, or a combination thereof, directly or indirectly, at the date of determination, has (A) at least a majority ownership interest or (B) the power to elect or direct the election of a majority of the directors or other governing body of such Person.

"***Tax Matters Partner***" has the meaning set forth in Section 5.9(a).

"***Unanimous Approval Matter***" has the meaning set forth in Section 8.2.

"***Unanticipated Maintenance Capital Expenditures***" has the meaning set forth in the Contribution Agreement.

"***Uncompleted Projects***" has the meaning set forth in the Contribution Agreement.

"***Voting Interest***" means the voting interest of a Partner in the Partnership including, without limitation, any and all voting rights and benefits to which such Partner is entitled as provided in this Agreement, together with all obligations of such Partner (as the holder of a Voting Interest) to comply with the terms and provisions of this Agreement. The Partners' respective Percentage Voting Interests as of the Effective Date are set forth on Exhibit A to this Agreement, as may be amended from time to time in accordance with this Agreement.

Section 1.2 Construction. Unless the context requires otherwise: (a) any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa; (b) references to Articles and Sections refer to Articles and Sections of this Agreement; (c) the terms "include," "includes," "including" or words of like import shall be deemed to be followed by the words "without limitation" and (d) the terms "hereof," "herein" or "hereunder" refer to this Agreement as a whole and not to any particular provision of this Agreement. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The General Partner has the power to construe and interpret this Agreement and to act upon any such construction or interpretation. To the fullest extent permitted by law, any construction or interpretation of this Agreement by the General Partner, any action taken pursuant thereto and any determination made by the General Partner in good faith shall, in each case, be conclusive and binding on all Limited Partners, each other Person who acquires an interest in a Partnership Interest and all other Persons bound by this Agreement for all purposes.

ARTICLE II
BUSINESS, PURPOSE AND TERM OF PARTNERSHIP

Section 2.1 Formation. The Partnership was formed as a limited partnership by the filing of the Certificate with the Secretary of State of the State of Delaware pursuant to the provisions of the Act and the execution of the Current Agreement. Except as expressly provided in this Agreement, the rights, duties, liabilities and obligations of the Partners and the administration, dissolution and termination of the Partnership shall be governed by the Act. All Partnership Interests shall constitute personal property of the owner thereof for all purposes.

Section 2.2 Name. The name of the Partnership shall be "Hess North Dakota Pipelines Operations LP". Subject to Applicable Law, the Partnership's business may be conducted under any other name or names as determined by the General Partner, including the name of the General Partner. The words "Limited Partnership," "L.P.," "Ltd." or similar words or letters shall be included in the Partnership's name where necessary for the purpose of complying with the laws of any jurisdiction that so requires. The General Partner may, without the consent of any Limited Partner, amend this Agreement and the Certificate to change the name of the Partnership at any time and from time to time and shall notify the Limited Partners of such change in the next regular communication to the Limited Partners.

Section 2.3 Registered Office; Registered Agent; Principal Office; Other Offices. Unless and until changed by the General Partner, the registered office of the Partnership in the State of Delaware shall be located at 1209 Orange Street, Wilmington, Delaware 19801, and the registered agent for service of process on the Partnership in the State of Delaware at such

registered office shall be The Corporation Trust Company. The principal office of the Partnership shall be located at 1501 McKinney Street, Houston, Texas 77010, or such other place as the General Partner may from time to time designate by notice to the Limited Partners. The Partnership may maintain offices at such other place or places within or outside the State of Delaware as the General Partner determines to be necessary or appropriate. The address of the General Partner shall be 1501 McKinney Street, Houston, Texas 77010, or such other place as the General Partner may from time to time designate by notice to the Limited Partners.

Section 2.4 Purpose and Business. The purpose and nature of the business to be conducted by the Partnership shall be to (a) engage directly in, or enter into or form, hold and dispose of any corporation, partnership, joint venture, limited liability company or other arrangement to engage indirectly in, any business or activity that is approved by the General Partner and that lawfully may be conducted by a limited partnership organized pursuant to the Act and, in connection therewith, to exercise all of the rights and powers conferred upon the Partnership pursuant to the agreements relating to such business activity and (b) do anything necessary or appropriate in furtherance of the foregoing; *provided, however*, that the General Partner shall not cause the Partnership to engage, directly or indirectly, in any business activity that the General Partner determines would be reasonably likely to cause the Partnership to be treated as an association taxable as a corporation or otherwise taxable as an entity for federal income tax purposes. To the fullest extent permitted by law, the General Partner shall have no duty or obligation to propose or approve the conduct by the Partnership of any business and may decline to do so free of any fiduciary duty or obligation whatsoever to the Partnership or any Limited Partner and, in declining to so propose or approve, shall not be required to act in good faith or pursuant to any other standard imposed by this Agreement or any other law, rule or regulation or at equity, and the General Partner in determining whether to propose or approve the conduct by the Partnership of any business shall be permitted to do so in its sole and absolute discretion.

Section 2.5 Powers. The Partnership shall be empowered to do any and all acts and things necessary, appropriate, proper, advisable, incidental to or convenient for the furtherance and accomplishment of the purposes and business described in Section 2.4 and for the protection and benefit of the Partnership.

Section 2.6 Term. The term of the Partnership commenced upon the filing of the Certificate in accordance with the Act and shall continue until the dissolution of the Partnership in accordance with the provisions of Article XII. The existence of the Partnership as a separate legal entity shall continue until the cancellation of the Certificate as provided in the Act.

Section 2.7 Title to Partnership Assets. Title to Partnership assets, whether real, personal or mixed and whether tangible or intangible, shall be deemed to be owned by the Partnership as an entity, and no Partner, individually or collectively, shall have any ownership interest in such Partnership assets or any portion thereof. Title to any or all of the Partnership assets may be held in the name of the Partnership, the General Partner, one or more Affiliates of the General Partner or one or more nominees of the General Partner or its Affiliates, as the General Partner may determine. The General Partner hereby declares and warrants that any Partnership assets for which record title is held in the name of the General Partner or one or more Affiliates of the General Partner or one or more nominees of the General Partner or its Affiliates

shall be held by the General Partner or such Affiliate or nominee for the use and benefit of the Partnership in accordance with the provisions of this Agreement; *provided*, *however*, that the General Partner shall use reasonable efforts to cause record title to such assets (other than those assets in respect of which the General Partner determines that the expense and difficulty of conveyancing makes transfer of record title to the Partnership impracticable) to be vested in the Partnership or one or more of the Partnership's designated Affiliates as soon as reasonably practicable; *provided further* that, prior to the withdrawal or removal of the General Partner or as soon thereafter as practicable, the General Partner shall use reasonable efforts to effect the transfer of record title to the Partnership and, prior to any such transfer, will provide for the use of such assets in a manner satisfactory to any successor General Partner. All Partnership assets shall be recorded as the property of the Partnership in its books and records, irrespective of the name in which record title to such Partnership assets is held.

ARTICLE III
PARTNERS

Section 3.1 Partners; Percentage Interests. The name and address of the Partners, the type of Partnership Interest held by each Partner and their respective percentage interests in the total outstanding Partnership Interests ("***Percentage Equity Interest***") and Voting Interests ("***Percentage Voting Interest***") are set forth on Exhibit A to this Agreement.

Section 3.2 Adjustments in Percentage Equity Interests and Percentage Voting Interests. The Percentage Equity Interests and Percentage Voting Interests of the Partners shall be adjusted (a) at the time of any transfer of all or a portion of such Partner's Partnership Interest and Voting Interest pursuant to Section 9.1, (b) at the time of the issuance of additional Partnership Interests and Voting Interests pursuant to Section 8.2(b), (c) at the time of the admission of each new Partner in accordance with this Agreement, and (d) at the time of the redemption of all or any portion of a Partner's Partnership Interest and Voting Interest, in each case to take into account such transfer, issuance, admission of a new Partner, or redemption.

Section 3.3 Limitation of Liability. The Limited Partners shall have no liability under this Agreement except as expressly provided in this Agreement or the Act.

ARTICLE IV
CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS

Section 4.1 Capitalization of the Partnership. Subject to Section 8.2, the Partnership is authorized to issue the Voting Interests, the General Partner Interests and the Limited Partner Interests. The Partnership Interests shall be designated as General Partner Interests and Limited Partner Interests. The Voting Interests and the Partnership Interests shall each have such rights, powers, preferences and designations as set forth in this Agreement.

Section 4.2 Capital Contributions.

(a) Organizational Capital Contributions and Subsequent Contributions.

(i) On February 17, 2017, Hess Midstream Partners, as the organizational Limited Partner, and Gathering GP, as the General Partner, formed the Partnership under the Act.

(ii) In connection with the formation of the Partnership under the Act, on February 17, 2017, Gathering GP agreed to make (and has heretofore made) an initial Capital Contribution to the Partnership in the amount of $100 for a 1% General Partner Interest, and Hess Midstream Partners agreed to make (and has heretofore made) an initial Capital Contribution to the Partnership in the amount of $9,900 for a 99% Limited Partner Interest. At the time of the Capital Contributions described in this Section 4.2(a)(ii), Gathering GP was wholly owned by Hess Midstream Partners, as a result, Gathering GP was a Disregarded Entity and the Partnership was also a Disregarded Entity.

(iii) On the Effective Date, pursuant to and as described in the Contribution Agreement, (A) HIP contributed the MLP Gathering Interest (as defined in the Contribution Agreement) to Hess Midstream Partners; (B) Hess Midstream Partners contributed the Gathering Interest (as defined in the Contribution Agreement) to the General Partner as a contribution to its capital; (C) the General Partner agreed to contribute, and did contribute, the Gathering Interest to the Partnership in exchange for an additional General Partner Interest in the Partnership; (D) HIP contributed the Opco Gathering Interest (as defined in the Contribution Agreement) to the Partnership as a contribution to its capital in exchange for a Limited Partner Interest in the Partnership and (E) Hess Midstream Partners agreed to contribute, and did contribute, its Limited Partner Interest in the Partnership to the General Partner as a contribution to its capital and such Limited Partner Interest was re-designated as a General Partner Interest (such contributions, the "***GP Day-One Contributions***"), such that after the GP Day-One Contributions, the General Partner held a 20.0% Percentage Equity Interest and a 51% Voting Interest and HIP held a 80.0% Percentage Equity Interest and a 49% Voting Interest. In connection with the foregoing transactions, (x) Gathering GP continued as the General Partner and HIP was admitted as the Limited Partner and the Partnership was continued without dissolution, (y) following the admission of HIP as a Limited Partner, Hess Midstream Partners ceased to be a Limited Partner and (z) the Percentage Equity Interest of the Partners shall be as set forth on Exhibit A. In accordance with Rev. Rul. 99-5, 1999-1 C.B. 434 (*Situation 1)*, the HIP contributions described in this Section 4.2(a)(iii) shall be treated solely for federal income tax purposes as (A) first, as a contribution to Hess Midstream Partners of an undivided 20% interest in the Gathering Assets in exchange for an interest in Hess Midstream Partners, and (B) second, as a simultaneous contribution to the Partnership by Hess Midstream Partners and HIP of their undivided interests in the Gathering Assets in exchange for, respectively, a 20% General Partner Interest held by Gathering GP and a 80% Limited Partner Interest. Because Gathering GP is a Disregarded Entity, the partners of the Partnership solely for tax purposes as of the Effective Date are HIP and Hess Midstream Partners.

(b) Additional Capital Contributions and other Obligations of the Partners.

(i) In General. Other than as set forth in this Section 4.2(b), no Partner shall have any right or obligation to make additional Capital Contributions to the Partnership.

(ii) Completion Funding Obligation. Upon request by the General Partner, HIP will pay to the Partnership, or any other Person as directed by the General Partner, any amounts necessary to satisfy its Completion Funding Obligation. Amounts expended by HIP in satisfaction of its Completion Funding Obligation shall not be treated as additional Capital Contributions by HIP, its Capital Account shall not be increased by the amount so expended, and its Percentage Equity Interest and its Percentage Voting Interest shall not be adjusted. Such amounts expended shall be included in (x) HIP's adjusted tax basis in its Limited Partner Interest and (y) the Partnership's adjusted tax basis in the Gathering Assets. The General Partner may not request additional Capital Contributions from the Partners for amounts that HIP is obligated to expend in satisfaction of its Completion Funding Obligation.

(iii) Warranty for Unanticipated Maintenance Capital Expenditures. As set forth in Article IV of the Contribution Agreement, HIP shall, upon request, make additional Capital Contributions to the Partnership to the extent necessary to fund Unanticipated Maintenance Capital Expenditures incurred by the Partnership during the period running from the Effective Date through March 31, 2018; *provided*, *however*, that the amount of additional Capital Contributions that HIP shall be obligated to make pursuant to this Section 4.2(b)(iii) shall be limited as set forth in Article IV of the Contribution Agreement.

(iv) Funding of Other Projects. As set forth in Section 5.2 of the Contribution Agreement, HIP shall, upon request, make additional Capital Contributions to the Partnership to the extent necessary to fund the payment of costs and expenses attributable to Other Projects of the Hess North Dakota Pipelines LLC; *provided*, *however*, that the amount of additional Capital Contributions that HIP shall be obligated to make pursuant to this Section 4.2(b)(iv) shall be limited as set forth in Section 5.2 of the Contribution Agreement.

(v) Other Capital Contributions. Except as otherwise provided in Section 4.2(b)(ii), Section 4.2(b)(iii) and Section 4.2(b)(iv), the General Partner may, at any time, request that Partners make additional Capital Contributions to the Partnership at such times and in such amounts as determined by the General Partner (a "***Capital Request***"). Within twenty (20) days of a Capital Request, each Partner may, but shall not be required to, make Capital Contributions pro rata in accordance with each Partner's respective Percentage Equity Interest. Any Partner electing not to make all or any portion of the additional Capital Contribution requested of it in a Capital Request (a "***Non-Funding Partner***") shall not have its Percentage Equity Interest or Percentage Voting Interest adjusted. In the event any Partner is a Non-Funding Partner with respect to a Capital Request, each Partner making the Capital Contribution requested of it pursuant to such Capital Request (each, a "***Full Participant***") shall have the option to make additional Capital Contributions representing its proportionate share (based on the relative Percentage Equity Interest of each Full Participant) of any amount not contributed by the Non-Funding Partner (any such additional Capital Contribution made

by a Full Participant being an "***Excess Capital Contribution***"). The Percentage Equity Interest and Percentage Voting Interest of any Partner making an Excess Capital Contribution shall not be adjusted as a result of such Excess Capital Contribution.

Section 4.3 Withdrawal of Capital; Interest. No Partner may withdraw capital or receive any distributions from the Partnership except as specifically provided herein. No interest shall accrue or be payable by the Partnership on any Capital Contributions.

Section 4.4 Maintenance of Capital Accounts. The General Partner shall cause the Partnership to maintain a Capital Account for each Partner in accordance with the provisions set forth in the definition of "Capital Account" in Section 1.1.

ARTICLE V
ALLOCATIONS AND TAX MATTERS

Section 5.1 Profits. After giving effect to the special allocations set forth in Section 5.3 and Section 5.4, Profits for any Allocation Year shall be allocated among the Partners in the following order and priority:

(a) First, to the Partners in proportion to, and to the extent of, an amount equal to the excess, if any, of (i) the cumulative amount of the accrued Excess Capital Priority Return, if any, for each Partner from the Effective Date through the last day of the Allocation Year, over (ii) the cumulative Profits allocated to such Partner pursuant to this Section 5.1(a) for all prior Allocation Years; and

(b) Second, subject to the last sentence in Section 5.2(b), to the Partners in proportion to their respective Percentage Equity Interests.

Section 5.2 Losses.

(a) After giving effect to the special allocations set forth in Section 5.3 and Section 5.4, and subject to the limitation set forth in Section 5.2(b), Losses for any Allocation Year shall be allocated among the Partners in proportion to their respective Percentage Equity Interests.

(b) Losses shall not be allocated to any Limited Partner pursuant to Section 5.2(a) to the extent such allocation would cause such Limited Partner to have an Adjusted Capital Account Deficit at the end of any Allocation Year.

(i) In the event some but not all of the Partners would have Adjusted Capital Account Deficits as a result of an allocation of Losses pursuant to Section 5.2(a), Losses that would otherwise be allocated to a Partner pursuant to Section 5.2(a) but for the limitation set forth in this Section 5.2(b) shall be allocated to the remaining Partners in proportion to their relative Percentage Equity Interests.

(ii) All remaining Losses in excess of the limitation set forth in this Section 5.2(b) shall be allocated to the General Partner.

Profits allocated pursuant to Section 5.1(b) for any Allocation Year subsequent to an Allocation Year for which the limitation set forth in this Section 5.2(b) was applicable shall be allocated (x) first, to reverse any Losses allocated to the General Partner pursuant to paragraph (ii) of this Section 5.2(b) and (y) second, to reverse any Losses allocated to the Partners pursuant to paragraph (i) of this Section 5.2(b) and in proportion to how such Losses were allocated.

Section 5.3 Special Allocations. The following special allocations shall be made in the following order:

(a) Minimum Gain Chargeback. Except as otherwise provided in Regulations Section 1.704-2(f), notwithstanding any other provision of this Article V, if there is a net decrease in Minimum Gain during any Allocation Year, each Partner shall be specially allocated items of Partnership income and gain for such Allocation Year (and, if necessary, subsequent Allocation Years) in an amount equal to such Partner's share of the net decrease in Minimum Gain, determined in accordance with Regulations Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Partner pursuant thereto. The items to be so allocated shall be determined in accordance with Regulations Sections 1.704-2(f)(6) and 1.704-2(g)(2). This Section 5.3(a) is intended to comply with the minimum gain chargeback requirement in Regulations Section 1.704-2(f) and shall be interpreted consistently therewith.

(b) Partner Minimum Gain Chargeback. Except as otherwise provided in Regulations Section 1.704-2(i)(4), notwithstanding any other provision of this Article V, if there is a net decrease in Partner Nonrecourse Debt Minimum Gain attributable to a Partner Nonrecourse Debt during any Allocation Year, each Partner who has a share of the Partner Nonrecourse Debt Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(5), shall be specially allocated items of Partnership income and gain for such Allocation Year (and, if necessary, subsequent Allocation Years) in an amount equal to such Partner's share of the net decrease in Partner Nonrecourse Debt Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Partner pursuant thereto. The items to be so allocated shall be determined in accordance with Regulations Sections 1.704-2(i)(4) and 1.704-2(j)(2). This Section 5.3(b) is intended to comply with the minimum gain chargeback requirement in Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(c) Qualified Income Offset. In the event that any Partner unexpectedly receives any adjustments, allocations or distributions described in Regulations Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) or 1.704-1(b)(2)(ii)(d)(6), items of Partnership income and gain shall be allocated to such Partner in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of such Partner as quickly as possible; *provided* that an allocation pursuant to this Section 5.3(c) shall be made only if and to the extent that such Partner would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article V have been tentatively made as if this Section 5.3(c) were not in this Agreement.

(d) Gross Income Allocation. In the event that any Partner has an Adjusted Capital Account Deficit at the end of any Allocation Year, each such Partner shall be allocated items of Partnership income and gain in the amount of such deficit as quickly as possible; *provided, however,* that an allocation pursuant to this Section 5.3(d) shall be made only if and to the extent that such Partner would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article V have been tentatively made as if Section 5.3(c) and this Section 5.3(d) were not in this Agreement.

(e) Nonrecourse Deductions. Nonrecourse Deductions for any Allocation Year shall be allocated among the Partners in proportion to their respective Percentage Equity Interests.

(f) Partner Nonrecourse Deductions. Any Partner Nonrecourse Deductions for any Allocation Year shall be specially allocated to the Partner who bears the economic risk of loss with respect to the Partner Nonrecourse Debt to which such Partner Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i)(1).

(g) Nonrecourse Liabilities. Nonrecourse Liabilities of the Partnership described in Regulations Section 1.752-3(a)(3) shall be allocated among the Partners in the manner chosen by the General Partner and consistent with such section of the Regulations.

(h) Section 754 Adjustments. To the extent an adjustment to the adjusted tax basis of any Partnership asset, pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(2) or 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as the result of a distribution to a Partner in complete liquidation of such Partner's Partnership Interest, the amount of such adjustment to Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Partners in accordance with their interests in the Partnership in the event Regulations Section 1.704-1(b)(2)(iv)(m)(2) applies, or to the Partner to whom such distribution was made in the event Regulations Section 1.704-1(b)(2)(iv)(m)(4) applies.

(i) Unanticipated Maintenance Capital Expenditures and Other Projects Costs. All items of deduction and loss attributable to (x) Maintenance Capital Expenditures funded with Capital Contributions made pursuant to Section 4.2(b)(iii) or (y) Other Projects costs and expenses funded with Capital Contributions made pursuant to Section 4.2(b)(iv) shall be allocated to HIP.

(j) Interest Payments Pursuant to Cash Pooling Agreement. All items of deduction for interest expense for any taxable period that are attributable to the payment of interest by the Partnership to Hess Midstream Partners pursuant to the Cash Pooling Agreement with respect to Hess Midstream Partners' positive cash balance for such taxable period shall be allocated to Gathering GP.

Section 5.4 Curative Allocations. The allocations set forth in Sections 5.3(a) through 5.3(h) (the "***Regulatory Allocations***") are intended to comply with certain requirements of the Regulations. It is the intent of the Partners that, to the extent possible, the Regulatory Allocations shall be offset with special allocations of other items of Partnership income, gain, loss or

deduction pursuant to this Section 5.4. Therefore, notwithstanding any other provision of this Article V (other than the Regulatory Allocations), the Tax Matters Partner shall make such offsetting special allocations of Partnership income, gain, loss or deduction in whatever manner it determines appropriate so that, after such offsetting allocations are made, each Partner's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Partner would have had if the Regulatory Allocations were not part of this Agreement and all Partnership items were allocated pursuant to Section 5.1, Section 5.2 and Section 5.3 (other than the Regulatory Allocations). In exercising its discretion under this Section 5.4, the Tax Matters Partner shall take into account future Regulatory Allocations that, although not yet made, are likely to offset other Regulatory Allocations previously made.

Section 5.5 Other Allocation Rules.

(a) Profits, Losses and any other items of income, gain, loss, or deduction shall be allocated to the Partners pursuant to this Article V as of the last day of each Fiscal Year; *provided, however,* that Profits, Losses and such other items shall also be allocated at such times as the Gross Asset Values of the Partnership's assets are adjusted pursuant to subparagraph (ii) of the definition of "Gross Asset Value" in Section 1.1.

(b) For purposes of determining the Profits, Losses or any other items allocable to any period, Profits, Losses and any such other items shall be determined on a daily proration basis by the General Partner under Code Section 706 and the Regulations thereunder.

Section 5.6 Tax Allocations: Code Section 704(c).

(a) Except as otherwise provided in this Section 5.6, each item of income, gain, loss and deduction of the Partnership for federal income tax purposes shall be allocated among the Partners in the same manner as such items are allocated for book purposes under this Article V. In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss and deduction with respect to any Property contributed to the capital of the Partnership shall, solely for tax purposes, be allocated among the Partners so as to take account of any variation between the adjusted basis of such Property to the Partnership for federal income tax purposes and its initial Gross Asset Value (computed in accordance with the definition of "Gross Asset Value"). Such allocation shall be made in accordance with the "remedial method" described by Regulations Section 1.704-3(d).

(b) In the event the Gross Asset Value of any Property is adjusted pursuant to subparagraph (ii) of the definition of "Gross Asset Value," subsequent allocations of income, gain, loss and deduction with respect to such Property shall take account of any variation between the adjusted basis of such Property for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder. Such allocation shall be made in accordance with the "remedial method" described by Regulations Section 1.704-3(d).

(c) In accordance with Regulations Sections 1.1245-1(e) and 1.250-1(f), any gain allocated to the Partners upon the sale or other taxable disposition of any Partnership asset shall, to the extent possible, after taking into account other required allocations of gain pursuant to this

Section 5.6(c), be characterized as "recapture income" in the same proportions and to the same extent as such Partners (or their predecessors in interest) have been allocated any deductions directly or indirectly giving rise to the treatment of such gains as "recapture income."

(d) Any elections or other decisions relating to such allocations shall be made by the General Partner in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 5.6 are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Partner's Capital Account or share of Profits, Losses, other items or distributions pursuant to any provision of this Agreement.

Section 5.7 Tax Elections.

(a) The Partners intend that the Partnership be treated as a partnership or a "disregarded entity" for federal income tax purposes. Accordingly, neither the Tax Matters Partner nor any Limited Partner shall file any election or return on its own behalf or on behalf of the Partnership that is inconsistent with that intent.

(b) The Partnership shall make the election under Code Section 754 in accordance with the applicable Regulations issued thereunder, subject to the reservation of the right to seek to revoke any such election upon the General Partner's determination that such revocation is in the best interests of the Partners.

(c) Any elections or other decisions relating to tax matters that are not expressly provided herein, shall be made jointly by the Partners in any manner that reasonably reflects the purpose and intention of this Agreement.

Section 5.8 Tax Returns.

(a) The Partnership shall cause to be prepared and timely filed all federal, state, local and foreign income tax returns and reports required to be filed by the Partnership and its subsidiaries. The Partnership shall provide copies of all the Partnership's federal, state, local and foreign tax returns (and any schedules or other required filings related to such returns) that reflect items of income, gain, deduction, loss or credit that flow to separate Partner returns, to the Partners for their review and comment prior to filing, except as otherwise agreed by the Partners. The Partners agree in good faith to resolve any difference in the tax treatment of any item affecting such returns and schedules. However, if the Partners are unable to resolve the dispute, the position of the Tax Matters Partner shall be followed if nationally recognized tax counsel acceptable to the Partners provides an opinion that substantial authority exists for such position. Substantial authority shall be given the meaning ascribed to it for purposes of applying Code Section 6662. If the Partners are unable to resolve the dispute prior to the due date for filing the return, including approved extensions, the position of the Tax Matters Partner shall be followed, and amended returns shall be filed if necessary at such time the dispute is resolved. The costs of the dispute shall be borne by the Partnership. The Partners agree to file their separate federal income tax returns in a manner consistent with the Partnership's return, the provisions of this Agreement and in accordance with Applicable Law.

(b) The Partnership shall elect the most rapid method of depreciation and amortization allowed under Applicable Law, unless the Partners agree otherwise.

(c) The Partners shall provide each other with copies of all correspondence or summaries of other communications with the Internal Revenue Service or any state, local or foreign taxing authority (other than routine correspondence and communications) regarding the tax treatment of the Partnership's operations. No Partner shall enter into settlement negotiations with the Internal Revenue Service or any state, local or foreign taxing authority with respect to any issue concerning the Partnership's income, gains, losses, deductions or credits if the tax adjustment attributable to such issue (assuming the then current aggregate tax rate) would be $100,000 or greater, without first giving reasonable advance notice of such intended action to the other Partners.

Section 5.9 Tax Matters Partner.

(a) The General Partner shall be the "***Tax Matters Partner***" of the Partnership within the meaning of Section 6231(a)(7) of the Code, and shall act in any similar capacity under the Applicable Law of any state, local or foreign jurisdiction, but only with respect to returns for which items of income, gain, loss, deduction or credit flow to the separate returns of the Partners. If at any time there is more than one General Partner, the Tax Matters Partner shall be the General Partner with the largest Percentage Equity Interest following such admission.

(b) The Tax Matters Partner shall incur no Liability (except as a result of the gross negligence or willful misconduct of the Tax Matters Partner) to the Partnership or the other Partners including, but not limited to, Liability for any additional taxes, interest or penalties owed by the other Partners due to adjustments of Partnership items of income, gain, loss, deduction or credit at the Partnership level.

Section 5.10 Duties of Tax Matters Partner.

(a) The Tax Matters Partner shall cooperate with the other Partners and shall promptly provide the other Partners with copies of notices or other materials from, and inform the other Partners of discussions engaged with, the Internal Revenue Service or any state, local or foreign taxing authority and shall provide the other Partners with notice of all scheduled proceedings, including meetings with agents of the Internal Revenue Service or any state, local or foreign taxing authority, technical advice conferences, appellate hearings, and similar conferences and hearings, as soon as possible after receiving notice of the scheduling of such proceedings, but in any case prior to the date of such scheduled proceedings.

(b) The Tax Matters Partner shall not extend the period of limitations or assessments without the consent of the other Partners, which consent shall not be unreasonably withheld.

(c) The Tax Matters Partner shall not file a petition or complaint in any court, or file any claim, amended return or request for an administrative adjustment with respect to partnership items, after any return has been filed, with respect to any issue concerning the Partnership's income, gains, losses, deductions or credits if the tax adjustment attributable to such issue (assuming the then current aggregate tax rate) would be $100,000 or greater, unless agreed by

the other Partners. If the other Partners do not agree, the position of the Tax Matters Partner shall be followed if nationally recognized tax counsel acceptable to all Partners issues an opinion that a reasonable basis exists for such position. Reasonable basis shall be given the meaning ascribed to it for purposes of applying Code Section 6662. The costs of the dispute shall be borne by the Partnership.

(d) The Tax Matters Partner shall not enter into any settlement agreement with the Internal Revenue Service or any state, local or foreign taxing authority, either before or after any audit of the applicable return is completed, with respect to any issue concerning the Partnership's income, gains, losses, deductions or credits, unless any of the following apply:

(i) all Partners agree to the settlement;

(ii) the tax effect of the issue if resolved adversely would be, and the tax effect of settling the issue is, proportionately the same for all Partners (assuming each otherwise has substantial taxable income);

(iii) the Tax Matters Partner determines that the settlement of the issue is fair to the Partners; or

(iv) tax counsel acceptable to all Partners determines that the settlement is fair to all Partners and is one it would recommend to the Partnership if all Partners were owned by the same Person and each had substantial taxable income.

In all events, the costs incurred by the Tax Matters Partner in performing its duties hereunder shall be borne by the Partnership.

(e) The Tax Matters Partner may request extensions to file any tax return or statement without the written consent of, but shall so inform, the other Partners.

Section 5.11 Designation and Authority of Partnership Representative. With respect to tax returns filed for taxable years beginning on or after December 31, 2017, the General Partner (or its designee) will be designated as the "partnership representative" in accordance with the rules prescribed pursuant to Section 6223 of the Code and shall have the sole authority to act on behalf of the Partnership in connection with all examinations of the Partnership's affairs by tax authorities, including resulting administrative and judicial proceedings. If at any time there is more than one General Partner, the partnership representative shall be the General Partner with the largest Percentage Equity Interest following such admission (or its designee). The General Partner (or its designee) shall exercise, in its sole discretion, any and all authority of the "partnership representative" under the Code, including, without limitation, (i) binding the Partnership and its Partners with respect to tax matters and (ii) determining whether to make any available election under Section 6226 of the Code. In all events, the cost incurred by the partnership representative in performing its duties hereunder shall be borne by the Partnership. In accordance with Section 13.6, the General Partner shall propose and the Partners shall agree to (such agreement not to be unreasonably withheld) any amendment of the provisions of this Agreement required to appropriately to reflect the proposal or promulgation of Treasury Regulations implementing the partnership audit, assessment and collection rules adopted by the Bipartisan Budget Act of 2015, including any amendments to those rules.

Section 5.12 Survival of Provisions. The provisions of this Agreement regarding the Partnership's tax returns and Tax Matters Partner shall survive the termination of the Partnership and the transfer of any Partner's interest in the Partnership and shall remain in effect for the period of time necessary to resolve any and all matters regarding the federal, state, local and foreign taxation of the Partnership and items of Partnership income, gain, loss, deduction and credit.

ARTICLE VI
DISTRIBUTIONS

Section 6.1 Distributions of Distributable Cash. Except as otherwise provided in this Section 6.1 or Sections 6.2 and 6.3, the Partnership shall distribute the Distributable Cash with respect to a Quarter within 45 days following the end of each Quarter commencing with the Quarter that includes the Effective Date as follows:

(a) First, to the Partners in proportion to, and to the extent of, an amount equal to the excess, if any, of (i) the cumulative amount of the Excess Capital Priority Return, if any, accrued during the period from and including the Effective Date to but excluding the last day of such Quarter, over (ii) the cumulative amount of Distributable Cash previously distributed to such Partner pursuant to this Section 6.1(a); and

(b) Second, to the Partners pro rata in accordance with their respective Percentage Equity Interests.

The General Partner may also cause the Partnership to distribute cash to the Partners at such other times and in such amounts as it determines in its sole discretion so long as (i) the amount distributed does not exceed the then Distributable Cash of the Partnership determined as if the date of such distribution were the end of a Quarter and (ii) such cash is distributed in accordance with Section 6.1(b). Notwithstanding any other provision of this Agreement, the Partnership shall not make a distribution or redemption payment to the Partners on account of their interests in the Partnership if such distribution or redemption payment would violate the Act or other Applicable Law.

Section 6.2 Distributions of Excess Capital. The Partnership may make distributions of cash at such times and in such amounts as are determined by the General Partner to the Partners in proportion to, and to the extent of, the then Excess Capital of the Partners, provided that the Partnership shall not make a distribution to the Partners pursuant to this Section 6.2 if such distribution would violate (i) the Act or other Applicable Law or (ii) any loan agreement, security agreement, mortgage, debt instrument or other agreement or obligation to which the Partnership or any of its Subsidiaries is a party or by which any of them is bound or any of their respective assets are subject.

Section 6.3 Liquidating Distributions. Notwithstanding any other provision of this Article VI, but subject to the last sentence of Section 6.1, distributions with respect to the Quarter in which a dissolution of the Partnership occurs shall be made in accordance with Article XII.

Section 6.4 Distribution in Kind. The Partnership shall not distribute to the Partners any assets in kind unless approved by the Partners in accordance with this Agreement. If cash and property in kind are to be distributed simultaneously, the Partnership shall distribute such cash and property in kind in the same proportion to each Partner, unless otherwise approved by the Partners in accordance with this Agreement.

ARTICLE VII
BOOKS AND RECORDS

Section 7.1 Books and Records; Examination. The General Partner shall keep or cause to be kept such books of account and records with respect to the Partnership's business as it may deem necessary and appropriate. Each Partner and its duly authorized representatives shall have the right, for any purpose reasonably related to its interest in the Partnership, at any time to examine, or to appoint independent certified public accountants (the fees of which shall be paid by such Partner) to examine, the books, records and accounts of the Partnership and its Subsidiaries, their operations and all other matters that such Partner may wish to examine, including all documentation relating to actual or proposed transactions between the Partnership and any Partner or any Affiliate of a Partner. The Partnership's books of account shall be kept using the method of accounting determined by the General Partner in its sole discretion.

Section 7.2 Reports. The General Partner shall prepare and send to each Partner (at the same time) promptly such financial information of the Partnership as a Partner shall from time to time reasonably request, for any purpose reasonably related to its interest in the Partnership. The General Partner shall, for any purpose reasonably related to a Partner's interest in the Partnership, permit examination and audit of the Partnership's books and records by both the internal and independent auditors of its Partners.

ARTICLE VIII
MANAGEMENT AND VOTING

Section 8.1 Management.

(a) The General Partner shall conduct, direct, manage and control the business of the Partnership. Except as otherwise expressly provided in this Agreement, including Section 8.1(b) below, all management powers over the business and affairs of the Partnership shall be exclusively vested in the General Partner, and no Limited Partner shall have any management power or control over the business and affairs of the Partnership. In addition to the powers now or hereafter granted a general partner of a limited partnership under the Act or which are granted to the General Partner under any other provision of this Agreement, the General Partner, subject to Section 8.2, shall have full power and authority to do all things on such terms as it, in its sole discretion, may deem necessary or appropriate to conduct the business of the Partnership and to effectuate the purposes set forth in Section 2.4. The Partnership shall reimburse the General Partner, on a monthly basis or such other basis as the General Partner may determine, for all direct and indirect costs and expenses incurred by the General Partner or payments made by the General Partner, in its capacity as the general partner of the Partnership, for and on behalf of the Partnership.

(b) The General Partner may appoint one or more individuals to manage the day-to-day business affairs of the Partnership (the "***Officers***"). The Officers shall serve at the pleasure of the General Partner. To the extent delegated by the General Partner, the Officers shall have the authority to act on behalf of, bind and execute and deliver documents in the name and on behalf of the Partnership. Unless otherwise specified by the General Partner, such Officers shall have such authority and responsibility in respect of the Partnership as is generally attributable to holders of such offices in business corporations incorporated under the laws of the State of Delaware. In addition, the General Partner may designate such other Persons to act as agents of the Partnership as the General Partner shall determine, and the actions of such other Persons taken in such capacity and in accordance with this Agreement shall bind the Partnership to the same extent the General Partner is authorized to bind the Partnership.

Section 8.2 Matters Constituting Unanimous Approval Matters. Notwithstanding anything in this Agreement or the Act to the contrary, and subject to the provisions of Section 8.3(c), each of the following matters, and only the following matters, shall constitute a "***Unanimous Approval Matter***" that requires the prior approval of all of the Partners pursuant to Section 8.3(c):

(a) any merger, consolidation, reorganization or similar transaction between or among the Partnership and any Person (other than a transaction between the Partnership and a direct or indirect wholly owned Subsidiary of the Partnership) or any sale or lease of all or substantially all of the Partnership's assets to any Person (other than a direct or indirect wholly owned Subsidiary of the Partnership);

(b) the creation of any new class of Partnership Interests or Voting Interests, the issuance of any additional Partnership Interests or Voting Interests or the issuance of any security that is convertible into or exchangeable for a Partnership Interest or Voting Interest;

(c) the admission or withdrawal of any Person as a Partner other than pursuant to (i) the third sentence of Section 9.2, (ii) Section 9.4 or (iii) any transfer of Partnership Interests pursuant to Section 9.1(b), as applicable;

(d) the commencement of a voluntary case with respect to the Partnership or any of its Subsidiaries under any applicable bankruptcy, insolvency or other similar Applicable Law now or hereafter in effect, or the consent to the entry of an order for relief in an involuntary case under any such Applicable Law, or the consent to the appointment of or the taking possession by a receiver, liquidator, assignee, custodian, trustee or sequestrator (or similar official) of the Partnership or any of its Subsidiaries or for any substantial part of the Partnership's or any of its Subsidiaries' property, or the making of any general assignment for the benefit of creditors;

(e) the modification, alteration or amendment of the amount, timing, frequency or method of calculation of distributions to the Partners from that provided in Article VI;

(f) (i) the approval of any distribution by the Partnership to the Partners of any assets in kind (other than cash or cash equivalents), (ii) the approval of any distribution by the Partnership to the Partners of cash or property in kind on a non-pro rata basis and (iii) the determination of the value assigned to distributions of property in kind;

(g) other than as provided in Section 4.2, the making of any additional Capital Contributions to the Partnership; and

(h) any other provision of this Agreement expressly requiring the approval, consent or other form of authorization of all of the Partners.

Section 8.3 Meetings and Voting.

(a) Representatives. For purposes of this Article VIII, each Partner shall be represented by a designated representative (each, a "***Representative***"), who shall be appointed by, and may be removed with or without cause by, the Partner that designated such Person. Each Representative shall have the full authority to act on behalf of the Partner that designated such Representative. To the fullest extent permitted by Applicable Law, each Representative shall be deemed the agent of the Partner that appointed such Representative, and such Representative shall not be an agent of the Partnership or the other Partners. The action of a Representative at a meeting of the Partners (or through a written consent) shall bind the Partner that designated such Representative, and the other Partners shall be entitled to rely upon such action without further inquiry or investigation as to the actual authority (or lack thereof) of such Representative.

(b) Meetings and Voting. Meetings of Partners shall be at such times and locations as the General Partner shall determine in its sole discretion. The General Partner shall provide notice to the Limited Partners of any meetings of Partners in any manner that it deems reasonable and appropriate under the circumstances. The holders of a majority of the outstanding Voting Interests for which a meeting has been called (including Voting Interests owned by the General Partner) represented in person or by proxy shall constitute a quorum at a meeting of Partners unless any such action by the Partners requires approval by holders of a greater percentage of the outstanding Voting Interests, in which case the quorum shall be such greater percentage of the

outstanding Voting Interests. At any meeting of the Partners duly called and held in accordance with this Agreement at which a quorum is present, the act of Partners holding Voting Interests that, in the aggregate, represent a majority of the Voting Interests of those present in person or by proxy at such meeting shall be deemed to constitute the act of all Partners, unless a greater or different percentage is required with respect to such action under the provisions of this Agreement, in which case the act of the Partners holding Voting Interests that in the aggregate represent at least such greater or different percentage shall be required; *provided*, *however*, that if, as a matter of Applicable Law or amendment to this Agreement, approval by plurality vote of Partners is required to approve any action, no minimum quorum shall be required. The Partners present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal of enough Partners to leave less than a quorum, if any action taken (other than adjournment) is approved by Partners holding the required Voting Interests specified in this Agreement. In the absence of a quorum, any meeting of Partners may be adjourned from time to time by the affirmative vote of Partners with at least a majority of the Voting Interests entitled to vote at such meeting (including Voting Interests owned by the General Partner) represented either in person or by proxy, but no other business may be transacted.

(c) Unanimous Approval Matters. All Unanimous Approval Matters shall be approved by the unanimous affirmative vote or written consent of all of the Partners. Each Partner acknowledges and agrees that all references in this Agreement to any approval, consent or other form of authorization by "all Partners," "each of the Partners" or similar phrases shall be deemed to mean that such approval, consent or other form of authorization shall constitute a Unanimous Approval Matter that requires the unanimous approval of all of the Partners in accordance with this Section 8.3(c).

(d) Action Without a Meeting. Any action that may be taken at a meeting of the Partners may be taken without a meeting if an approval in writing setting forth the action so taken is signed by the Partners owning, in the aggregate, not less than the minimum Percentage Voting Interest that would be necessary to authorize or take such action at a meeting at which all of the Partners were present and voted. Prompt notice of the taking of action without a meeting shall be given to the Partners who have not approved such action in writing.

Section 8.4 Reliance by Third Parties. Persons dealing with the Partnership are entitled to rely conclusively upon the power and authority of the General Partner set forth in this Agreement. Neither a Limited Partner nor its Representative shall have the authority to bind the Partnership or any of its Subsidiaries.

ARTICLE IX
TRANSFERS OF PARTNERSHIP INTERESTS AND VOTING INTERESTS

Section 9.1 Restrictions on Transfers.

(a) General. Except as expressly provided by this Article IX, no Partner shall transfer all or any part of its Partnership Interests or Voting Interests to any Person without first obtaining the written approval of each of the other Partners, which approval may be granted or withheld in their sole discretion; *provided*, *however,* that any Partner may transfer any of its Partnership

Interests and/or Voting Interests to an Affiliate of such Partner without first obtaining the written approval of each of the other Partners. To the extent that a Partner transfers any of its Partnership Interests to a Person pursuant to this Section 9.1(a), a proportionate percentage of such Partner's Voting Interests (based on such Partner's then-current Percentage Voting Interests relative to its then-current Percentage Equity Interests) shall be deemed to have been automatically transferred to such Person concurrently therewith. Exhibit A shall be amended without further action by the Partners to reflect any change in the Partnership Interests or Voting Interests of the Partners made pursuant to this Section 9.1(a).

(b) Transfer by Operation of Law. Notwithstanding anything in Section 9.1(a) to the contrary, in the event a Partner shall be party to a merger, consolidation or similar business combination transaction with another Person or sell all or substantially all its assets to another Person, such Partner may transfer all or part of its Partnership Interests and Voting Interests to such other Person without the approval of any other Partner.

(c) Re-Designation as General Partner Interest. To the extent that a Limited Partner transfers any of its Limited Partner Interest to the General Partner, such Limited Partner Interest shall, automatically and without further action by any Person, be re-designated as a General Partner Interest as of the effective date of such transfer.

(d) Consequences of an Unpermitted Transfer. Any transfer of a Partner's Partnership Interests or Voting Interests in violation of the applicable provisions of this Agreement shall, to the fullest extent permitted by law, be null and void *ab initio*.

Section 9.2 Conditions for Admission. No transferee of all or a portion of the Partnership Interests of any Partner shall be admitted as a Partner hereunder unless such Partnership Interests are transferred in compliance with the applicable provisions of this Agreement. Each such transferee shall have executed and delivered to the Partnership such instruments as the General Partner deems necessary or appropriate in its sole discretion to effectuate the admission of such transferee as a Partner and to confirm the agreement of such transferee to be bound by all the terms and provisions of this Agreement. The admission of a transferee shall be effective immediately prior to such transfer and, immediately following such admission, the transferor shall cease to be a Partner (to the extent it transferred its entire Partnership Interest). If the General Partner transfers its entire General Partner Interest in the Partnership, the transferee General Partner, to the extent admitted as a substitute General Partner, is hereby authorized to, and shall, continue the Partnership without dissolution.

Section 9.3 Allocations and Distributions. Subject to applicable Regulations, upon the transfer of all the Partnership Interests of a Partner as herein provided, the Profit or Loss of the Partnership attributable to the Partnership Interests so transferred for the Fiscal Year in which such transfer occurs shall be allocated between the transferor and transferee as of the effective date of the assignment, and such allocation shall be based upon any permissible method agreed to by the Partners that is provided for in Code Section 706 and the Regulations issued thereunder.

Section 9.4 Restriction on Resignation or Withdrawal. Except in connection with a transfer permitted pursuant to Section 9.1 or as contemplated by Section 12.1, no Partner shall

withdraw from the Partnership without the consent of each of the other Partners. To the extent permitted by law, any purported withdrawal from the Partnership in violation of this Section 9.4 shall be null and void *ab initio*.

ARTICLE X
LIABILITY, EXCULPATION AND INDEMNIFICATION

Section 10.1 Liability for Partnership Obligations. Except as otherwise required by the Act, the Liabilities of the Partnership shall be solely the Liabilities of the Partnership, and no Covered Person (other than the General Partner) shall be obligated personally for any such Liability of the Partnership solely by reason of being a Covered Person.

Section 10.2 Disclaimer of Duties and Exculpation.

(a) Except as otherwise expressly provided in this Agreement, to the fullest extent permitted by law, no Covered Person shall have any duty (fiduciary or otherwise) or obligation to the Partnership, the Partners or to any other Person bound by this Agreement, and in taking, or refraining from taking, any action required or permitted under this Agreement or under Applicable Law, each Covered Person shall be entitled to consider only such interests and factors as such Covered Person deems advisable, including its own interests, and need not consider any interest of or factors affecting, any other Covered Person or the Partnership notwithstanding any duty otherwise existing at law or in equity. To the extent that a Covered Person is required or permitted under this Agreement to act in "good faith" or under another express standard, such Covered Person shall act under such express standard and shall not be subject to any other or different standard under this Agreement or otherwise existing under Applicable Law or in equity.

(b) The provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and Liabilities of a Covered Person otherwise existing under Applicable Law or in equity, are agreed by the Partners to replace such other duties and Liabilities of such Covered Person in their entirety, and no Covered Person shall be liable to the Partnership, the Partners or any other Person bound by this Agreement for its good faith reliance on the provisions of this Agreement.

(c) To the fullest extent permitted by law, no Covered Person shall be liable to the Partnership, the Partners or any other Person bound by this Agreement for any cost, expense, loss, damage, claim or Liability incurred by reason of any act or omission performed or omitted by such Covered Person in such capacity, whether or not such Person continues to be a Covered Person at the time of such cost, expense, loss, damage, claim or Liability is incurred or imposed, if the Covered Person acted in good faith reliance on the provisions of this Agreement, and, with respect to any criminal action or proceeding, such Covered Person had no reasonable cause to believe its conduct was unlawful.

(d) A Covered Person shall be fully protected from liability to the Partnership, the Partners and any other Person bound by this Agreement in acting or refraining from acting in good faith reliance upon the records of the Partnership and such other information, opinions, reports or statements presented to the Partnership by any Person as to any matters the Covered Person reasonably believes are within such other Person's professional or expert competence and

who has been selected with reasonable care by or on behalf of the Partnership, including information, opinions, reports or statements as to the value and amount of the assets, Liabilities, Profits and Losses of the Partnership.

Section 10.3 Indemnification.

(a) To the fullest extent permitted by law but subject to the limitations expressly provided in this Agreement, all Covered Persons shall be indemnified and held harmless by the Partnership from and against any and all losses, claims, damages, liabilities, joint or several, expenses (including legal fees and expenses), judgments, fines, penalties, interest, settlements or other amounts arising from any and all threatened, pending or completed claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative, and whether formal or informal and including appeals, in which any Covered Person may be involved, or is threatened to be involved, as a party or otherwise, by reason of its status as a Covered Person and acting (or refraining to act) in such capacity on behalf of or for the benefit of the Partnership; provided, that the Covered Person shall not be indemnified and held harmless pursuant to this Agreement if there has been a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in respect of the matter for which the Covered Person is seeking indemnification pursuant to this Agreement, the Covered Person acted in bad faith or engaged in intentional fraud, willful misconduct or, in the case of a criminal matter, acted with knowledge that the Covered Person's conduct was unlawful. Any indemnification pursuant to this Section 10.3 shall be made only out of the assets of the Partnership, it being agreed that the General Partner shall not be personally liable for such indemnification and shall have no obligation to contribute or loan any monies or property to the Partnership to enable it to effectuate such indemnification.

(b) To the fullest extent permitted by law, expenses (including legal fees and expenses) incurred by a Covered Person who is indemnified pursuant to Section 10.3(a) in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Partnership prior to a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in respect of the matter for which the Covered Person is seeking indemnification pursuant to this Section 10.3, the Covered Person is not entitled to be indemnified upon receipt by the Partnership of any undertaking by or on behalf of the Covered Person to repay such amount if it shall be ultimately determined that the Covered Person is not entitled to be indemnified as authorized by this Section 10.3.

(c) The indemnification provided by this Section 10.3 shall be in addition to any other rights to which a Covered Person may be entitled under any agreement, as a matter of law, in equity or otherwise, both as to actions in the Covered Person's capacity as a Covered Person and as to actions in any other capacity, and shall continue as to a Covered Person who has ceased to serve in such capacity and shall inure to the benefit of the heirs, successors, assigns and administrators of the Covered Person.

ARTICLE XI
CONFLICTS OF INTEREST

Section 11.1 Transactions with Affiliates. The Partnership and its Subsidiaries shall be permitted to enter into or renew or extend the term of any agreement or transaction with a Partner or an Affiliate of a Partner on such terms and conditions as the General Partner shall approve in its sole discretion, without the approval of any Limited Partner.

Section 11.2 Outside Activities. To the fullest extent permitted by law, notwithstanding anything to the contrary in this Agreement or any duty otherwise existing at law or in equity, (a) the engaging in activities by any Covered Person that are competitive with the business of the Partnership is hereby approved by all Partners, (b) it shall be deemed not to be a breach of any fiduciary duty or any other duty or obligation of a Partner under this Agreement or otherwise existing under Applicable Law or in equity for such Covered Person to engage in such activities in preference to or to the exclusion of the Partnership, (c) a Covered Person shall have no obligation under this Agreement or as a result of any duty (including any fiduciary duty) otherwise existing under Applicable Law or in equity, to present business opportunities to the Partnership and (d) the doctrine of corporate opportunity, or any analogous doctrine, shall not apply to any Covered Person, provided such Covered Person does not engage in such activity as a result of or using confidential or proprietary information provided by or on behalf of the Partnership to such Covered Person.

ARTICLE XII
DISSOLUTION AND TERMINATION

Section 12.1 Dissolution. The Partnership shall be dissolved and its business and affairs wound up upon the earliest to occur of any one of the following events:

(a) at any time there are no Limited Partners of the Partnership, unless the business of the Partnership is continued in accordance with the Act;

(b) the written consent of all the Partners;

(c) an “event of withdrawal” (as defined in the Act) of the General Partner; or

(d) the entry of a decree of judicial dissolution of the Partnership pursuant to Section 17-802 of the Act.

Notwithstanding the foregoing, the Partnership shall not be dissolved and its business and affairs shall not be wound up upon the occurrence of any event specified in clause (c) above if, at the time of occurrence of such event, there is at least one remaining General Partner (who is hereby authorized to, and shall, carry on the business of the Partnership) and at least one Limited Partner, or if within ninety (90) days after the date on which such event occurs, the remaining Partners elect in writing to continue the business of the Partnership and to the appointment, effective as of the date of such event, if required, of one or more additional General Partners of the Partnership. Except as provided in this paragraph, and to the fullest extent permitted by the Act, the occurrence of an event that causes a Partner to cease to be a Partner of the Partnership

shall not, in and of itself, cause the Partnership to be dissolved or its business or affairs to be wound up, and upon the occurrence of such an event, the business of the Partnership shall, to the extent permitted by the Act, continue without dissolution.

Section 12.2 Winding Up of Partnership. Upon dissolution, the Partnership's business shall be wound up in an orderly manner. The General Partner shall (unless the General Partner (or, if no General Partner, the remaining Limited Partners) elects to appoint a liquidating trustee) wind up the affairs of the Partnership pursuant to this Agreement. In winding up the Partnership, the General Partner or liquidating trustee is authorized to sell, distribute, exchange or otherwise dispose of the assets of the Partnership in accordance with the Act and in any reasonable manner that the General Partner or liquidating trustee shall determine to be in the best interest of the Partners or their successors-in-interest. The General Partner or liquidating trustee shall take full account of the Partnership's Liabilities and Property and shall cause the Property or the proceeds from the sale thereof, to the extent sufficient therefor, to be applied and distributed, to the maximum extent permitted by Applicable Law, in the following order:

(a) First, to creditors, including Partners who are creditors, to the extent permitted by law, in satisfaction of all of the Partnership's Liabilities (whether by payment or the making of reasonable provision for payment thereof to the extent required by Section 17-804 of the Act), other than Liabilities for distribution to Partners under Section 17-601 or 17-604 of the Act;

(b) Second, to the Partners and former Partners of the Partnership in satisfaction of Liabilities for distributions under Sections 17-601 or 17-604 of the Act; and

(c) The balance, if any, to the Partners in accordance with the positive balance in their respective Capital Accounts, after giving effect to all contributions, distributions and allocations for all periods.

Section 12.3 Compliance with Certain Requirements of Regulations; Deficit Capital Accounts. In the event the Partnership is "liquidated" within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g), distributions shall be made pursuant to this Article XII to the Partners who have positive Capital Accounts in compliance with Regulations Section 1.704- 1(b)(2)(ii)(b)(2). If any Partner has a deficit balance in its Capital Account (after giving effect to all contributions, distributions and allocations for all Allocation Years, including the Allocation Year during which such liquidation occurs), such Partner shall have no obligation to make any contribution to the capital of the Partnership with respect to such deficit, and such deficit shall not be considered a debt owed to the Partnership or to any other Person for any purpose whatsoever.

Section 12.4 Deemed Distribution and Recontribution. Notwithstanding any other provision of this Article XII, in the event the Partnership is liquidated within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g) but no actual dissolution and winding up under the Act has occurred, the Property shall not be liquidated, the Partnership's debts and other Liabilities shall not be paid or discharged, and the Partnership's affairs shall not be wound up. Instead, solely for federal income tax purposes, the Partnership shall be deemed to have contributed all its Property and Liabilities to a new limited partnership in exchange for an interest in such new limited partnership and, immediately thereafter, the Partnership will be deemed to liquidate by distributing interests in the new limited partnership to the Partners.

Section 12.5 Distribution of Property. In the event the General Partner determines that it is necessary in connection with the winding up of the Partnership to make a distribution of property in kind, such property shall be transferred and conveyed to the Partners so as to vest in each of them as a tenant in common an undivided interest in the whole of such property, but otherwise in accordance with Section 12.3.

Section 12.6 Termination of Partnership. The Partnership shall terminate when all assets of the Partnership, after payment of or due provision for all Liabilities of the Partnership, shall have been distributed to the Partners in the manner provided for in this Agreement, and the Certificate shall have been canceled in the manner provided by the Act.

ARTICLE XIII
MISCELLANEOUS

Section 13.1 Notices. Any notice, consent or approval to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered: (a) personally by a reputable courier service that requires a signature upon delivery; (b) by mailing the same via registered or certified first-class mail, postage prepaid, return receipt requested; or (c) by telecopying or transmitting by electronic mail the same with receipt confirmation to the intended recipient. Any such writing will be deemed to have been given: (i) as of the date of personal delivery via courier as described above; (ii) as of the third calendar day after depositing the same into the custody of the postal service as evidenced by the date-stamped receipt issued upon deposit of the same into the mails as described above; and (iii) as of the date and time electronically transmitted in the case of telecopy or electronic mail delivery as described above, in each case addressed to the intended party at the address set forth on Exhibit A. Any Partner may designate different addresses or telephone numbers by notice to the other Partners.

Section 13.2 Integration. This Agreement constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

Section 13.3 Assignment. To the fullest extent permitted by law, a Partner shall not assign all or any of its rights, obligations or benefits under this Agreement to any other Person otherwise than (a) in connection with a transfer of its Partnership Interests and Voting Interests pursuant to Article IX or (ii) with the prior written consent of each of the other Partners, which consent may be withheld in such Partner's sole discretion, and any attempted assignment not in compliance with Article IX or this Section 13.3 shall, to the fullest extent permitted by law, be null and void *ab initio*.

Section 13.4 Parties in Interest. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

Section 13.5 Counterparts. This Agreement may be executed in counterparts, all of which together shall constitute an agreement binding on all the parties hereto, notwithstanding that all such parties are not signatories to the original or the same counterpart.

Section 13.6 Amendment; Waiver. Subject to Section 2.2, this Agreement may not be amended except in a written instrument signed by each of the Partners and expressly stating it is an amendment to this Agreement. Any failure or delay on the part of any Partner in exercising any power or right hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise of any such right or power preclude any other or further exercise thereof or the exercise of any other right or power hereunder or otherwise available under Applicable Law or in equity.

Section 13.7 Severability. If any term, provision, covenant, or restriction in this Agreement or the application thereof to any Person or circumstance, at any time or to any extent, is held by a court of competent jurisdiction or other Governmental Authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement (or the application of such provision in other jurisdictions or to Persons or circumstances other than those to which it was held invalid or unenforceable) shall in no way be affected, impaired or invalidated, and to the extent permitted by Applicable Law, any such term, provision, covenant or restriction shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the Partners prior to the determination of such invalidity or unenforceability.

Section 13.8 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICTS OF LAW THEREOF. ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM OR PROCEEDING RELATED TO OR ARISING OUT OF THIS AGREEMENT, OR ANY TRANSACTION OR CONDUCT IN CONNECTION HEREWITH, IS HEREBY WAIVED BY EACH OF THE PARTNERS.

Section 13.9 No Bill for Accounting. To the fullest extent permitted by law, in no event shall any Partner have any right to file a bill for an accounting or any similar proceeding.

Section 13.10 Waiver of Partition. Each Partner hereby waives any right to partition of the Partnership property.

Section 13.11 Third Parties. Nothing herein expressed or implied is intended or shall be construed to confer upon or give any Person (other than Covered Persons) other than the Partners and their respective successors, legal representatives and permitted assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have signed this Agreement as of the Effective Date.

GENERAL PARTNER:

Hess North Dakota Pipelines GP LLC

By: /s/ Jonathan C. Stein
Name: Jonathan C. Stein
Title: Vice President

LIMITED PARTNER:

Hess Infrastructure Partners LP

By: Hess Infrastructure Partners GP, LLC, its general partner

By: /s/ Jonathan C. Stein
Name: Jonathan C. Stein
Title: Chief Financial Officer

Exhibit A

Partner	Percentage Equity Interest	Type of Partnership Interest	Percentage Voting Interest
Hess North Dakota Pipelines GP LLC	20.0%	General Partner Interest	51%
1501 McKinney Street Houston, Texas 77010			
Attention: Email:			
Hess Infrastructure Partners LP	80.0%	Limited Partner Interest	49%
c/o Hess Corporation 1185 Avenue of the Americas New York, New York 10036			
Attention: Email:			

Exhibit 10.8

EXECUTION VERSION

REVOLVING CREDIT AGREEMENT

dated as of March 15, 2017,

among

HESS MIDSTREAM PARTNERS LP,

THE LENDERS PARTY HERETO,

and

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

JPMORGAN CHASE BANK, N.A.,
THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.,
CITIGROUP GLOBAL MARKETS INC.,
GOLDMAN SACHS LENDING PARTNERS LLC,
MORGAN STANLEY SENIOR FUNDING, INC. and
WELLS FARGO SECURITIES, LLC,
as Joint Lead Arrangers and Joint Bookrunners

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.,
CITIBANK, N.A.,
GOLDMAN SACHS LENDING PARTNERS LLC,
MORGAN STANLEY SENIOR FUNDING, INC. and
WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Syndication Agents

THE BANK OF NOVA SCOTIA,
ING CAPITAL LLC and
SUMITOMO MITSUI BANKING CORPORATION,
as Documentation Agents

$300,000,000 SENIOR SECURED REVOLVING CREDIT FACILITY

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REVOLVING CREDIT AGREEMENT dated as of March 15, 2017, among HESS MIDSTREAM PARTNERS LP, a Delaware limited partnership; the LENDERS party hereto; and JPMORGAN CHASE BANK, N.A., as Administrative Agent.

The parties hereto agree as follows:

ARTICLE I

Definitions

SECTION 1.01. Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

"ABR", when used in reference to any Loan or Borrowing, means that such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Alternate Base Rate.

"Accounts" has the meaning assigned to such term in the Collateral Agreement.

"Acquisition" means the purchase or other acquisition (in one transaction or a series of transactions, including pursuant to any merger or consolidation) of (a) more than 50% of the issued and outstanding Equity Interests in any Person or (b) other assets (other than Equity Interests in a Person) of, or of an operating division or business unit of, any Person, other than capital expenditures and acquisitions of inventory or supplies in the ordinary course of business.

"Acquisition Period" means a period commencing on the date on which payment of the purchase price for a Specified Acquisition is made by the Borrower and the Restricted Subsidiaries and ending on the last day of the second full fiscal quarter of the Borrower following the fiscal quarter in which such payment is made.

"Adjusted LIBO Rate" means, with respect to any Eurodollar Borrowing for any Interest Period, an interest rate per annum (rounded upwards, if necessary, to the next 1/100 of 1%) equal to (a) the LIBO Rate for such Interest Period multiplied by (b) the Statutory Reserve Rate.

"Administrative Agent" means JPMorgan Chase Bank, N.A., in its capacity as administrative agent hereunder and under the other Loan Documents, and its successors in such capacity as provided in Article VIII.

"Administrative Questionnaire" means an Administrative Questionnaire in a form supplied by the Administrative Agent.

"Affiliate" means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

"Agents" means the Administrative Agent, the Documentation Agents and the Syndication Agents.

"Agreement" means this Revolving Credit Agreement.

"Alternate Base Rate" means, for any day, a rate per annum equal to the highest of (a) the Prime Rate in effect on such day, (b) the NYFRB Rate in effect on such day plus 1/2 of 1% per annum and (c) the Adjusted LIBO Rate on such day (or if such day is not a Business Day, the immediately preceding Business Day) for a deposit in dollars with a maturity of one month plus 1%. For purposes of clause (c) above, the Adjusted LIBO Rate on any day shall be based on the LIBO Screen Rate (or, if the LIBO Screen Rate is not available for such one month maturity, the Interpolated Screen Rate) at approximately 11:00 a.m., London time, on such day for deposits in dollars with a maturity of one month. Any change in the Alternate Base Rate due to a change in the Prime Rate, the NYFRB Rate or the Adjusted LIBO Rate shall be effective from and including the effective date of such change in the Prime Rate, the NYFRB Rate or the Adjusted LIBO Rate, respectively.

"Anti-Corruption Laws" means all laws, rules and regulations of any jurisdiction applicable to Hess GP, the Borrower or its Subsidiaries from time to time concerning or relating to bribery or corruption.

"Applicable Percentage" means, at any time, with respect to any Lender, the percentage of the total Commitments represented by such Lender's Commitment at such time. If the Commitments have terminated or expired, the Applicable Percentages shall be determined based upon the Commitments most recently in effect, giving effect to any assignments.

"Applicable Rate" means, for any day, with respect to the Facility Fees or any Eurodollar Revolving Loan or ABR Revolving Loan, (a) until the time that the Borrower first obtains a Designated Rating from either Moody's or S&P, the applicable rate per annum set forth below in the Leverage-Based Pricing Grid under the caption "Facility Fee Rate", "Eurodollar Spread" or "ABR Spread", based upon the Leverage Ratio as of the end of the most recently ended fiscal quarter of the Borrower for which consolidated financial statements of the Borrower have been delivered to the Administrative Agent pursuant to Section 5.01(a) or 5.01(b), provided that, for purposes of this clause (a), until the date of the delivery of the consolidated financial statements of the Borrower pursuant to Section 5.01(a) or 5.01(b) as of and for the first full fiscal quarter ended after the Availability Date, the Applicable Rate under this clause (a) shall be based on the rates per annum set forth in Level I in the Leveraged-Based Pricing Grid below; and (b) at any time from and after the date when the Borrower first obtains a Designated Rating from either Moody's or S&P, the applicable rate per annum set forth below in the Ratings-Based Pricing Grid under the caption "Facility Fee Rate", "Eurodollar Spread" or "ABR Spread", based upon the Designated Ratings applicable on such day:

Leverage-Based Pricing Grid

Leverage Ratio	Facility Fee Rate	Eurodollar Spread	ABR Spread
Level I £ 2.75:1.00	0.275%	1.275%	0.275%
Level II > 2.75:1.00 and £ 3.50:1.00	0.300%	1.375%	0.375%
Level III > 3.50:1.00 and £ 4.25:1.00	0.375%	1.425%	0.425%
Level IV > 4.25:1.00	0.400%	1.650%	0.650%

For purposes of applying the Leverage-Based Pricing Grid, each change in the Applicable Rate resulting from a change in the Leverage Ratio shall be effective during the period commencing on and including the Business Day following the date of delivery to the Administrative Agent pursuant to Section 5.01(a) or 5.01(b) of the consolidated financial statements indicating such change and ending on the date immediately preceding the effective date of the next such change. Notwithstanding the foregoing, if the Borrower fails to deliver the consolidated financial statements required to be delivered pursuant to Section 5.01(a) or 5.01(b) or any Compliance Certificate required to be delivered pursuant to Section 5.01(c), in each case within the time periods specified herein for such delivery, the Applicable Rate shall continue to be determined based upon the Level then most recently in effect until the Business Day following the date of the delivery thereof, whereupon the Applicable Rate shall be determined based upon the Leverage Ratio as determined based on such financial statements, and if, on the basis of such Leverage Ratio, the Applicable Rate would have been at a higher Level during the period of non-delivery of such financial statements or such Compliance Certificate, the Borrower shall pay to the Administrative Agent, for distribution to the Lenders (or former Lenders) as their interests may appear, the accrued interest that should have been paid but was not paid as a result of such financial statements or such Compliance Certificate not having been delivered within the time periods specified herein for such delivery.

Ratings-Based Pricing Grid

Designated Rating Moody's/S&P/Fitch	Facility Fee Rate	Eurodollar Spread	ABR Spread
Level I ³ A3 / A-/ A-	0.100%	0.900%	0.000%
Level II Baa1 / BBB+/ BBB+	0.125%	1.000%	0.000%
Level III Baa2 / BBB/ BBB	0.175%	1.075%	0.075%
Level IV Baa3 / BBB-/ BBB-	0.200%	1.300%	0.300%
Level V < Baa3 / BBB-/ BBB- or unrated	0.250%	1.500%	0.500%

For purposes of applying the Ratings-Based Pricing Grid, (a) if only one or two of the Rating Agencies shall have in effect a Designated Rating, the Applicable Rate shall be determined by reference to the available rating or ratings; provided that if neither S&P nor Moody's shall have in effect a Designated Rating, the Applicable Rate will be determined by reference to Level V as set forth in the grid above; (b) if none of the Rating Agencies shall have in effect a Designated Rating, the Applicable Rate will be determined by reference to Level V as set forth in the grid above; (c) if the Designated Ratings established by the Rating Agencies shall fall within different Levels, the Applicable Rate shall be determined by reference to the lower of the two highest Designated Ratings, provided that if the higher of such two Designated Ratings is more than one Level above the second highest of such Designated Ratings, the Applicable Rate shall be determined by reference to the Level immediately above that corresponding to such second highest Designated Rating; (d) if the Designated Rating established by any Rating Agency shall be changed, such change shall be effective as of the date on which such change is first announced publicly by such Rating Agency; and (e) if any Rating Agency shall change the basis on which Designated Ratings are established, each reference to the Designated Rating announced by such Rating Agency shall refer to the then equivalent rating by such Rating Agency.

"Approved Fund" means any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course of its business and that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"Arrangers" means JPMorgan Chase Bank, N.A., The Bank of Tokyo-Mitsubishi UFJ, Ltd., Citigroup Global Markets Inc., Goldman Sachs Lending Partners

LLC, Morgan Stanley Senior Funding, Inc. and Wells Fargo Securities, LLC, in their capacities as the joint lead arrangers and joint bookrunners for the credit facility established hereunder.

"Assignment and Acceptance" means an assignment and acceptance entered into by a Lender and an Eligible Assignee (with the consent of any party whose consent is required by Section 9.04), and accepted by the Administrative Agent, in the form of Exhibit A or any other form approved by the Administrative Agent.

"Attributable Debt" means, with respect to any Sale/Leaseback Transaction at the time of determination, the present value (discounted at the interest rate implicit in the terms of the relevant lease in accordance with GAAP) of the total remaining obligations of the lessee for rental payments pursuant to such Sale/Leaseback Transaction (reduced by the amount of rental obligations of any sublessee of all or part of the same property) during the remaining term of the lease included in such Sale/Leaseback Transaction, including any period for which such lease has been extended, or until the earliest date on which the lessee may terminate such lease without penalty or upon payment of a penalty (and, in the case of any such termination upon payment of a penalty, the rental payments shall include the lesser of (a) the remaining applicable lease payments until the first date upon which it may be so terminated plus the then applicable penalty upon termination and (b) the lease payment to be paid during the remaining term of such Sale/Leaseback Transaction (assuming such termination provision is not exercised)), after excluding from such rental payments all amounts required to be paid on account of maintenance and repairs, insurance, taxes, assessments, water, utilities and similar charges; provided that if such Sale/Leaseback Transaction results in a Capitalized Lease Obligation, the amount of Debt represented thereby will be determined in accordance with the definition of and will constitute "Capitalized Lease Obligations."

"Availability Date" means the date on which the conditions set forth in Section 4.02 are satisfied.

"Availability Period" means the period from and including the Availability Date to but excluding the earlier of the Maturity Date and the date of termination of the Commitments.

"Bail-In Action" means the exercise of any Write-Down and Conversion Powers by the applicable EEA Resolution Authority in respect of any liability of an EEA Financial Institution.

"Bail-In Legislation" means with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule.

"Bankruptcy Event" means, with respect to any Person, that such Person has become the subject of a bankruptcy or insolvency proceeding, or has had a receiver,

conservator, trustee, administrator, custodian, assignee for the benefit of creditors or similar Person charged with the reorganization or liquidation of its business appointed for it, or has taken any action indicating its consent to, approval of or acquiescence in, any such proceeding or appointment; provided that (a) a Bankruptcy Event shall not result solely by virtue of any ownership interest, or the acquisition of any ownership interest, in such Person by a Governmental Authority; provided, however, that such ownership interest does not result in or provide such Person with immunity from the jurisdiction of courts within the United States of America or from the enforcement of judgments or writs of attachment on its assets or permit such Person (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any agreements made by such Person, and (b) a Bankruptcy Event shall not result solely by virtue of an Undisclosed Administration.

"Board" means the Board of Governors of the Federal Reserve System of the United States of America.

"Borrower" means Hess Midstream Partners LP, a Delaware limited partnership.

"Borrowing" means (a) Revolving Loans of the same Type, made, converted or continued on the same date and, in the case of Eurodollar Loans, as to which a single Interest Period is in effect or (b) a Swingline Loan or group of Swingline Loans made on the same date.

"Borrowing Request" means a request by the Borrower for Revolving Loans or Swingline Loans in accordance with Section 2.03 or 2.04, as applicable.

"Business Day" means any day that is not a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to remain closed; provided that the term "Business Day" shall also exclude, when used in connection with a Eurodollar Loan, any day on which banks are not open for dealings in dollar deposits in the London interbank market.

"Capital Lease" means, with respect to any Person which is the lessee thereunder, any lease or charter of property, real or personal, which would, in accordance with GAAP, be recorded as an asset under a capital lease on a balance sheet of such Person.

"Capitalized Lease Obligation" means, with respect to any Person on any date, the amount which would, in accordance with GAAP, be recorded as an obligation under a Capital Lease on a balance sheet of such Person as lessee under such Capital Lease as at such date. For all purposes of this Agreement, Capitalized Lease Obligations shall be deemed to be Debt secured by a Lien on the assets subject to the applicable Capital Lease.

"Cash Management Agreement" means any agreement in respect of Cash Management Services.

"Cash Management Services" means cash management and related services provided to the Borrower or any Restricted Subsidiary, including treasury, depository, foreign exchange, return items, overdraft, controlled disbursement, cash sweeps, zero balance arrangements, merchant stored value cards, e-payables, electronic funds transfer, interstate depository network and automatic clearing house transfer (including the Automated Clearing House processing of electronic funds transfers through the direct Federal Reserve Fedline system) services and credit cards, credit card processing services, debit cards, stored value cards and commercial cards (including so-called "'purchase cards", "procurement cards" or "p-cards") arrangements.

"Change in Law" means (a) the adoption or taking effect of any law, rule, regulation or treaty after the date of this Agreement, (b) any change in any law, rule, regulation or treaty or in the interpretation or application thereof by any Governmental Authority after the date of this Agreement or (c) compliance by any Lender or any Issuing Bank (or, for purposes of Section 2.14(b), by any lending office of such Lender or by such Lender's or any Issuing Bank's holding company, if any) with any request, rule, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the date of this Agreement; provided that, notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Regulations and Supervisory Practices (or any successor similar authority) or the United States or foreign financial regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law", regardless of the date enacted, adopted, promulgated or issued.

"Change of Control" means as of any date, the failure of (a) Hess to own, directly or indirectly, beneficially and of record, at least 50% of the issued and outstanding Equity Interests in Hess GP, and to Control Hess GP or (b) Hess GP to be the sole general partner of, and to Control, the Borrower.

"Class", when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are Revolving Loans or Swingline Loans.

"Closing Date" means the date on which the conditions set forth in Section 4.01 are satisfied.

"Code" means the Internal Revenue Code of 1986, as amended.

"Collateral" means any and all assets, whether real or personal, tangible or intangible, on which Liens are purported to be granted pursuant to the Security Documents as security for the Obligations.

"Collateral Agreement" means a collateral agreement among the Borrower, the other Loan Parties and the Administrative Agent, in form and substance reasonably satisfactory to the Borrower and the Administrative Agent.

"Collateral and Guarantee Release Condition" means, at any time, the requirement that the Borrower's senior unsecured non-credit enhanced long-term debt has a rating of (a) at least Baa3 from Moody's and at least BB+ from S&P, in each case with stable outlook or better, or (b) at least BBB- from S&P and at least Ba1 from Moody's, in each case with stable outlook or better.

"Collateral and Guarantee Requirement" means, at any time, the requirement that:

(a) the Administrative Agent shall have received from the Borrower and each Guarantor either (i) a counterpart of the Guarantee Agreement duly executed and delivered on behalf of such Person or (ii) in the case of any Person that becomes a Guarantor after the Availability Date, a supplement to the Guarantee Agreement, substantially in the form specified therein or in such other form as is reasonably acceptable to the Administrative Agent, duly executed and delivered on behalf of such Person, together with, unless otherwise agreed by the Administrative Agent in its reasonable discretion, documents comparable to those delivered under paragraph (b) of Section 4.01 and paragraphs (b) and (c) of Section 4.02 with respect to such Guarantor;

(b) the Administrative Agent shall have received from the Borrower and each Guarantor either (i) a counterpart of the Collateral Agreement duly executed and delivered on behalf of such Person or (ii) in the case of any Person that becomes a Guarantor after the Availability Date, a supplement to the Collateral Agreement, substantially in the form specified therein or in such other form as is reasonably acceptable to the Administrative Agent, duly executed and delivered on behalf of such Person, together with, unless otherwise agreed by the Administrative Agent in its reasonable discretion, documents comparable to those delivered under paragraph (b) of Section 4.01 and paragraphs (b) and (c) of Section 4.02 with respect to such Guarantor;

(c) all Equity Interests in any Subsidiary owned by any Loan Party shall have been pledged pursuant to the Collateral Agreement and the Administrative Agent shall, to the extent required by the Collateral Agreement, have received certificates or other instruments representing all such Equity Interests, together with undated stock powers or other instruments of transfer with respect thereto endorsed in blank;

(d) (i) all Debt of the Borrower and each Subsidiary and (ii) all Debt of the type described in clause (a) of the definition thereof of any other Person in a principal amount of $5,000,000 or more that, in each case, is owing to any Loan Party shall be evidenced by a promissory note (which may be a global intercompany note) and shall have been pledged pursuant to the Collateral

Agreement, and the Administrative Agent shall have received all such promissory notes, together with undated instruments of transfer with respect thereto endorsed in blank;

(e) all documents and instruments, including Uniform Commercial Code financing statements, required by applicable law or reasonably requested by the Administrative Agent to be filed, registered or recorded to create the Liens intended to be created by the Security Documents and perfect such Liens to the extent required by, and with the priority required by, the Security Documents, shall have been filed, registered or recorded or delivered to the Administrative Agent for filing, registration or recording;

(f) each Loan Party shall have obtained all consents and approvals, if any, required to be obtained by it in connection with the execution and delivery of all Security Documents to which it is a party, the performance of its obligations thereunder and the granting by it of the Liens thereunder; and

(g) the Administrative Agent shall have received (i) counterparts of a Mortgage with respect to each Mortgaged Property duly executed and delivered by the record owner of such Mortgaged Property, (ii) a policy or policies of title insurance issued by a nationally recognized title insurance company insuring the Lien of each such Mortgage as a valid and enforceable first Lien on the Mortgaged Property described therein, free of any other Liens except as permitted under Section 6.02, together with such endorsements, coinsurance and reinsurance as the Administrative Agent may reasonably request, (iii) a completed "life of loan" flood hazard determination form with respect to each Mortgaged Property, (iv) if any Mortgaged Property is located in an area identified by the Federal Emergency Management Agency to have special flood hazards, evidence of such flood insurance as may be required under the Flood Insurance Laws and Regulation H of the Board of Governors and (iv) such surveys (which may be previously obtained surveys that, together with a "no-change" affidavit, are sufficient to issue the policies of title insurance described in clause (ii) above), abstracts, legal opinions, existing appraisals and other documents as the Administrative Agent may reasonably request with respect to any such Mortgage or Mortgaged Property.

Notwithstanding the foregoing:

(i) this definition shall not require the creation or perfection of pledges of or security interests in, or the obtaining of title insurance, legal opinions or other deliverables with respect to, particular assets of the Loan Parties, if and for so long as the Administrative Agent and the Borrower reasonably agree that the cost of creating or perfecting such pledges or security interests in such assets, or obtaining such title insurance, legal opinions or other deliverables in respect of such assets, shall be excessive in relation to the benefit to be afforded to the Lenders therefrom;

(ii) the Administrative Agent may grant extensions of time for the creation and perfection of security interests in or the obtaining of title insurance, legal opinions or other deliverables with respect to particular assets (including extensions beyond the Availability Date or in connection with assets acquired, or Subsidiaries formed or acquired, after the Availability Date) where it determines that such action cannot be accomplished without undue effort or expense by the time or times at which it would otherwise be required to be accomplished by this Agreement or the Security Documents;

(iii) nothing in this definition shall require the creation or perfection of pledges of or security interests in any Excluded Property;

(iv) in no event shall control agreements or other control or similar arrangements be required with respect to deposit accounts or securities accounts; and

(v) no security or pledge agreements governed by the laws of any jurisdiction other than the United States of America, any State thereof or the District of Columbia shall be required, and no actions in any jurisdiction other than the United States of America, any State thereof or the District of Columbia shall be required in order to create or perfect any security interest in assets located or titled outside the United States of America.

"Commercial Tort Claim" has the meaning assigned to such term in the Collateral Agreement.

"Commitment" means, with respect to each Lender, the commitment of such Lender to make Revolving Loans and acquire participations in Letters of Credit and Swingline Loans, as such commitment may be (a) reduced or increased from time to time pursuant to Section 2.08 and (b) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 9.04. The initial amount of each Lender's Commitment is set forth on Schedule 2.01, in an incremental commitment agreement referred to in Section 2.08(e) pursuant to which such Commitment is established or in the Assignment and Acceptance pursuant to which such Lender shall have assumed its Commitment, as applicable.

"Commitment Increase" has the meaning assigned to such term in Section 2.08(e).

"Commodity Exchange Act" means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute, and any regulations promulgated thereunder.

"Communications" means, collectively, any notice, demand, communication, information, document or other material provided by or on behalf of any Loan Party pursuant to any Loan Document or the transactions contemplated therein that is distributed to any Lender or any Issuing Bank by means of electronic communications pursuant to Section 9.01, including through the Platform.

"Compliance Certificate" means a Compliance Certificate in the form of Exhibit B hereto or any other form approved by the Administrative Agent.

"Confidential Information Memorandum" means the Confidential Information Memorandum dated February 22, 2017, relating to the credit facility provided for herein.

"Connection Income Taxes" means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

"Consenting Lender" has the meaning assigned to such term in Section 2.08(d).

"Consolidated Current Liabilities" means, on any date, all amounts which, in conformity with GAAP, would be classified as current liabilities on a consolidated balance sheet of the Borrower and its Restricted Subsidiaries as at such date.

"Consolidated EBITDA" means, for any period, Consolidated Net Income for such period, plus

(a) without duplication and to the extent deducted in determining such Consolidated Net Income, the sum of:

(i) consolidated interest expense for such period (including imputed interest expense in respect of Capitalized Lease Obligations, amortization or write-off of debt issuance costs and commissions, discounts and other fees and charges associated with Debt, amortization of capitalized interest and the net amount accrued (whether or not actually paid) pursuant to any interest rate protection agreement during such period)),

(ii) consolidated income tax expense for such period,

(iii) all amounts attributable to depreciation for such period and amortization of intangible assets for such period,

(iv) (A) extraordinary expenses or losses for such period or (B) any unusual or nonrecurring noncash charges or losses (including impairment of goodwill or intangible assets) for such period,

(v) any losses for such period attributable to early extinguishment of Debt or obligations under any Swap Agreement,

(vi) any unrealized losses for such period attributable to the application of "mark to market" accounting in respect of Swap Agreements,

(vii) the cumulative effect for such period of a change in accounting principles, and

(viii) any fees and expenses for such period relating to the Transactions;

provided that any cash payment made with respect to any noncash items added back in computing Consolidated EBITDA for any prior period pursuant to clause (iv) above shall be subtracted in computing Consolidated EBITDA for the period in which such cash payment is made; and minus

(b) without duplication and to the extent included in determining such Consolidated Net Income, the sum of:

(i) (A) any extraordinary gains for such period or (B) any unusual or nonrecurring noncash gains for such period,

(ii) any gains for such period attributable to the early extinguishment of Debt or obligations under any Swap Agreement,

(iii) any unrealized gains for such period attributable to the application of "mark to market" accounting in respect of Swap Agreements and

(iv) the cumulative effect for such period of a change in accounting principles;

provided further that Consolidated EBITDA shall be calculated so as to exclude the effect of any gain or loss that represents after-tax gains or losses attributable to any sale, transfer or other disposition of assets by the Borrower or any of its Restricted Subsidiaries, other than dispositions of inventory and other dispositions in the ordinary course of business.

All amounts added back in computing Consolidated EBITDA for any period pursuant to clause (a) above, and all amounts subtracted in computing Consolidated EBITDA pursuant to clause (b) above, to the extent such amounts are, in the reasonable judgment of a Financial Officer of the Borrower, attributable to any Restricted Subsidiary that is not wholly owned, directly or indirectly, by the Borrower, shall be reduced by the portion thereof that is attributable to the noncontrolling interest in such Restricted Subsidiary.

Notwithstanding anything to the contrary contained herein, but subject to the next sentence, Consolidated EBITDA shall be deemed to be (A) for the four fiscal quarter period ended prior to the last day of the first fiscal quarter that shall have commenced after the Availability Date, (x) pro forma Consolidated EBITDA for the fiscal year ended December 31, 2016, determined by reference to the Initial Financial Statements or (y) if pro forma combined financial statements of the Borrower for the fiscal quarter ended March 31, 2017 are included in the Registration Statement, pro forma Consolidated EBITDA for such fiscal quarter, determined by reference to the Initial Financial Statements, multiplied by four, (B) for the four fiscal quarter period ended on the last day of the first fiscal quarter that shall have commenced after the Availability Date, Consolidated EBITDA for such first fiscal quarter multiplied by four, (C) for the four fiscal quarter period ended on the last day of the second fiscal quarter that shall have commenced after the Availability Date, Consolidated EBITDA for the two fiscal quarter

period then ended multiplied by two, and (D) for the four fiscal quarter period ended on the last day of the third fiscal quarter that shall have commenced after the Availability Date, Consolidated EBITDA for the three fiscal quarter period then ended multiplied by 4/3. For purposes of calculating Consolidated EBITDA for any period, if during such period the Borrower or any Restricted Subsidiary shall have consummated a Material Acquisition or a Material Disposition, Consolidated EBITDA for such period shall be calculated after giving pro forma effect thereto in accordance with Section 1.04(b).

"Consolidated Intangibles" means, on any date, all assets of the Borrower and its Restricted Subsidiaries, determined on a consolidated basis, that would, in conformity with GAAP, be classified as intangible assets on a consolidated balance sheet of the Borrower and its Restricted Subsidiaries as at such date, including, without limitation, unamortized debt discount and expense, unamortized organization and reorganization expense, costs in excess of the fair market value of acquired companies, patents, trade or service marks, franchises, trade names, goodwill and the amount of all write-ups in the book value of assets resulting from any revaluation thereof (other than revaluations arising out of foreign currency valuations in conformity with GAAP).

"Consolidated Net Income" means, for any period, net income (loss) of the Borrower and its Restricted Subsidiaries on a consolidated basis determined in accordance with GAAP; provided that there shall be excluded in determining such net income (to the extent otherwise included therein) (a) the income (or loss) of any Person other than a Restricted Subsidiary in which the Borrower or any Restricted Subsidiary has an ownership interest, except to the extent that any such income has been actually received by the Borrower or such Restricted Subsidiary in the form of cash dividends or similar cash distributions, (b) any undistributed net income of a Restricted Subsidiary to the extent that the ability of such Restricted Subsidiary to make Restricted Payments to the Borrower or to another Restricted Subsidiary is, as of the date of determination of Consolidated Net Income, restricted by its organizational documents, any Contractual Obligation (other than this Agreement) or any applicable law and (c) the income or loss of, and any amounts referred to in clause (a) above paid to, any Restricted Subsidiary that is not wholly owned, directly or indirectly, by the Borrower and its Restricted Subsidiaries to the extent such income or loss or such amounts are attributable to the noncontrolling interest in such Restricted Subsidiary.

"Consolidated Net Tangible Assets" means, on any date, the amount equal to (a) the amount that would, in conformity with GAAP, be included as assets on the consolidated balance sheet of the Borrower and its Restricted Subsidiaries as at such date (but excluding all amounts attributable to the Unrestricted Subsidiaries, other than Equity Interests of such Unrestricted Subsidiaries owned by the Borrower or any Restricted Subsidiary), minus (b) the sum of (i) Consolidated Intangibles at such date and (ii) Consolidated Current Liabilities at such date. Notwithstanding anything herein to the contrary, until the date of the delivery of the consolidated financial statements of the Borrower pursuant to Section 5.01(a) or 5.01(b) as of and for the first full fiscal quarter ended after the Availability Date, Consolidated Net Tangible Assets shall be determined by reference to the most recent pro forma balance sheet described in clause (a) or (b) of the definition of "Initial Financial Statements".

"Consolidated Subsidiaries" means, with respect to any Person on any date, all Subsidiaries and other entities whose accounts are consolidated with the accounts of such Person as of such date in accordance with GAAP.

"Consolidated Total Debt" means, on any date, without duplication, the sum of the aggregate principal amount of Debt of the Borrower and its Restricted Subsidiaries outstanding as of such date, determined on a consolidated basis, but only if such Debt (a) is of the type referred to in clause (a), (b), (c), (d) (but excluding any contingent obligations) or (f) of the definition of the term "Debt", or (b) is of the type referred to in clause (f) or (g) of the definition of the term "Debt", to the extent such Debt relates to Debt of others of the type referred to in clause (a) of this definition.

"Contractual Obligation" means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

"Contributed Business" means the assets, liabilities and operations to be contributed to the Borrower by HIP and its Subsidiaries in connection with the consummation of the Midstream MLP IPO, as described in the Registration Statement.

"Contribution" means the direct or indirect transfer, in one or more transactions, by HIP and its Subsidiaries to the Borrower of the Contributed Business.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto.

"Credit Event" means each Borrowing and each issuance, renewal, extension or increase of a Letter of Credit.

"Credit Party" means the Administrative Agent, each Issuing Bank, each Swingline Lender and each other Lender.

"Debt" means, with respect to any Person, (a) indebtedness for borrowed money (including indebtedness evidenced by debt securities), (b) obligations to pay the deferred purchase price of property or services, except trade accounts payable in the ordinary course of business, (c) Capitalized Lease Obligations, (d) the maximum aggregate amount of all letters of credit and letters of guaranty in respect of which such Person is an account party, (e) all obligations, contingent or otherwise, of such Person in respect of bankers' acceptances, (f) all Debt of others secured by any Lien on property owned or acquired by such Person, whether or not the Debt secured thereby has been assumed by such Person, but only to the extent of such property's fair market value, and (g) all Guarantees by such Person of Debt of others; provided that for purposes of the computation of any Debt under this Agreement there shall be no duplication of any item of primary or other indebtedness or other obligation referred to above, whether such item reflects the indebtedness or other obligation of such Person or any of its Consolidated Subsidiaries (other than any Unrestricted Subsidiary) or of any entity not included in such

Person's consolidated financial statements. The Debt of any Person shall (i) include the Debt of any other Person (including any partnership in which such Person is a general partner) to the extent such Person is liable therefor as a result of such Person's ownership interest in or other relationship with such other Person, except to the extent the terms of such Debt provide that such Person is not liable therefor, and (ii) exclude endorsements of checks, bills of exchange and other instruments for deposit or collection in the ordinary course of business.

"Declining Lender" has the meaning assigned to such term in Section 2.08(d).

"Default" means any event or condition which constitutes an Event of Default or which upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

"Defaulting Lender" means any Lender that (a) has failed, within two Business Days of the date required to be funded or paid, (i) to fund any portion of its Loans, (ii) to fund any portion of its participations in Letters of Credit or Swingline Loans or (iii) to pay to any Credit Party any other amount required to be paid by it hereunder, unless, in the case of clause (i) above, such Lender notifies the Administrative Agent in writing that such failure is the result of such Lender's good faith determination that a condition precedent to funding (specifically identified in such writing, including, if applicable, by reference to a specific Default) has not been satisfied, (b) has notified the Borrower or any Credit Party in writing, or has made a public statement, to the effect that it does not intend or expect to comply with any of its funding obligations under this Agreement (unless such writing or public statement indicates that such position is based on such Lender's good-faith determination that a condition precedent (specifically identified in such writing, including, if applicable, by reference to a specific Default) to funding a Loan cannot be satisfied) or generally under other agreements in which it commits to extend credit, (c) has failed, within three Business Days after written request by the Administrative Agent, an Issuing Bank or a Swingline Lender made in good faith to provide a certification in writing from an authorized officer of such Lender that it will comply with its obligations to fund prospective Loans and participations in then outstanding Letters of Credit and Swingline Loans; provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such certification by the Administrative Agent, such Issuing Bank or such Swingline Lender, as applicable, in form and substance reasonably satisfactory to the Administrative Agent, such Issuing Bank or such Swingline Lender, as applicable, or (d) has become, or the Lender Parent of which has become, the subject of a Bankruptcy Event or a Bail-In Action.

"Designated Rating" means, with respect to any Rating Agency, (a) the Borrower's senior unsecured non-credit enhanced long-term debt rating, (b) if and only if such Rating Agency does not have in effect a rating described in clause (a), the rating assigned by such Rating Agency to the credit facility established hereunder at any time such a rating is in effect, or (c) if and only if such Rating Agency does not have in effect a rating described in clause (a) or (b) above, the Borrower's "company" or "corporate credit" rating (or its equivalent) assigned by such Rating Agency.

"Documentation Agents" means The Bank of Nova Scotia, ING Capital LLC and Sumitomo Mitsui Banking Corporation, in their capacities as the documentation agents with respect to the credit facility established hereby.

"dollars" or "$" refers to lawful money of the United States of America.

"EEA Financial Institution" means (a) any credit or investment firm established in any EEA Member Country that is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country that is a parent of any Person described in clause (a) of this definition or (c) any entity established in an EEA Member Country that is a subsidiary of any Person described in clause (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"EEA Member Country" means any of the member states of the European Union, Iceland, Liechtenstein and Norway.

"EEA Resolution Authority" means any public administrative authority or any Person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"Electronic Signature" means an electronic sound, symbol or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record.

"Eligible Assignee" means (a) a Lender, (b) an Affiliate of a Lender, (c) an Approved Fund and (d) any other Person, other than, in each case, (i) a Defaulting Lender or a Lender Parent thereof, (ii) the Borrower or any Affiliate of the Borrower, (iii) any HIP Related Party or (iv) a natural person.

"Environmental Laws" means any and all federal, state, local and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or other governmental restrictions relating to the environment, threatened or endangered species, the release of any materials into the environment or, as it relates to exposure to hazardous or toxic materials, health and safety.

"Environmental Liability" means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), directly or indirectly resulting from or based upon (a) any violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) any exposure to any Hazardous Materials, (d) the release, threatened release, spill, discharge, disposal, emission or injection of any Hazardous Materials into, or migration of Hazardous Materials through, the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"Equity Interests" means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person or any warrants, options or other rights to acquire such interests (other than, prior to the date of conversion, Debt that is convertible into any such Equity Interests).

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time.

"EU Bail-In Legislation Schedule" means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

"Eurodollar", when used in reference to any Loan or Borrowing, means that such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Adjusted LIBO Rate.

"Event of Default" has the meaning assigned to such term in Article VII.

"Excluded Mortgage Property" means, as to any Loan Party, until the first period of four consecutive fiscal quarters of the Borrower for which financial statements have been delivered pursuant to Section 5.01(a) or 5.01(b) or are included in the Initial Financial Statements for which the "consolidated EBITDA" of such Loan Party (determined on a consolidated basis for such Loan Party and its Restricted Subsidiaries in a manner consistent with the definition of "Consolidated EBITDA") shall exceed $5,000,000, each parcel of real property owned in fee by such Loan Party.

"Excluded Property" means: (a) any leasehold interest in any real property and any real property owned in fee that is not a Mortgaged Property; (b) any motor vehicles, rail cars and other assets subject to certificates of title, except to the extent perfection of a security interest therein may be accomplished by the filing of a Uniform Commercial Code financing statement or an equivalent thereof in appropriate form in the applicable jurisdiction; (c) Letter-of-Credit Rights with a value of less than $5,000,000, except to the extent constituting a Supporting Obligation of other Collateral as to which perfection of a security interest therein may be accomplished by the filing of a Uniform Commercial Code financing statement or an equivalent thereof in appropriate form in the applicable jurisdiction; (d) Commercial Tort Claims as to which the claim thereunder is less than $5,000,000; (e) any license or other agreement or any property subject to a purchase money security interest or similar arrangement to the extent and for so long as a grant of a security interest therein would violate or invalidate such license or other agreement or such purchase money security interest or similar arrangement or create a right of termination in favor of any other party thereto (other than the Borrower or any Guarantor), except, in each case under this clause (e), to the extent the terms in such license or other agreement or such purchase money security interest or similar arrangement providing for such violation, invalidation or right of termination are ineffective under the Uniform Commercial Code or other applicable law, provided that this clause (e) shall not exclude Proceeds thereof and Accounts and Payment Intangibles

arising therefrom the assignment of which is expressly deemed effective under the Uniform Commercial Code notwithstanding terms providing for such violation, invalidation or right of termination; (f) those assets as to which the Administrative Agent and the Borrower reasonably agree that the cost of obtaining such a security interest or perfection thereof are excessive in relation to the benefit to the Lenders of the security to be afforded thereby; (g) any "intent-to-use" trademark application for which a statement of use has not been filed with the United States Patent and Trademark Office, but only to the extent and for so long as the grant of a security interest therein would invalidate such trademark application; and (h) Equity Interests in any Subsidiary that is not wholly owned, directly or indirectly, by the Borrower or in any Person that is not a Subsidiary to the extent and for so long as the pledge thereof is prohibited by the terms of the organizational documents of, or joint venture documents relating to, such Subsidiary or such other Person, in each case, if such prohibition exists on the Availability Date or, in the case of any Subsidiary or such other Person that shall have been acquired after the Availability Date, on the date of acquisition of such Subsidiary or other Person so long as such prohibition was not entered into in contemplation of the acquisition thereof, provided that this clause (h) shall not apply to any such prohibition that may be modified solely with the consent of the Borrower, Hess or their respective controlled Affiliates (it being understood and agreed that, in the case of any such consent of Hess and its controlled Affiliates (other than the Borrower and its controlled Affiliates), so long as the Borrower is using commercially reasonable efforts to obtain such consent, this proviso to clause (h) shall not apply with respect to such consent until the 60th day after (i) the Availability Date or (ii) the date of acquisition of such Subsidiary or such other Person, as applicable (or, in each case, such later date as may be agreed by the Administrative Agent in its sole discretion)), and, in each case under this definition, other than any Proceeds, substitutions or replacements of, or Accounts or Payment Intangibles arising from, the foregoing (unless such Proceeds, substitutions, replacements, Accounts or Payment Intangibles themselves would constitute assets described in clauses (a) through (h) above).

"Excluded Swap Obligation" means, with respect to any Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the Guarantee by such Guarantor of, or the grant by such Guarantor of a security interest to secure, such Swap Obligation (or any Guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule or regulation promulgated thereunder or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act at the time the Guarantee of such Guarantor becomes effective with respect to such Swap Obligation or such Swap Obligations become secured by such security interest.

"Excluded Taxes" means any of the following Taxes imposed on or with respect to a Credit Party or required to be withheld or deducted from a payment to a Credit Party: (a) income or franchise taxes imposed on (or measured by) net income by (i) the United States of America (or any political subdivision or taxing authority thereof or therein), or by the jurisdiction under the laws of which such Credit Party is organized or in which its principal office is located or, in the case of any Lender, in which its

applicable lending office is located or (ii) any other jurisdiction with which such Credit Party has a present or former connection (other than any such connection arising solely from such Credit Party having executed, delivered or become a party to, or performed its obligations or received a payment under, any Loan Document), (b) any branch profits taxes imposed by the United States of America or any similar tax imposed by any other jurisdiction in which any Lender or any Issuing Bank is located, (c) in the case of a Foreign Lender (other than an assignee pursuant to a request by the Borrower under Section 2.18(b)) or any foreign branch or Affiliate of a Lender caused by such Lender to make a Loan under Section 2.02(b), any U.S. Federal withholding tax that is imposed on amounts payable to such Foreign Lender pursuant to any laws in effect at the time such Foreign Lender becomes a party to this Agreement or such foreign branch or Affiliate is caused to make such a Loan, except to the extent that such Foreign Lender's assignor (if any) was entitled, at the time of assignment, to receive additional amounts from the Borrower with respect to such withholding tax pursuant to Section 2.16(a), (d) Taxes attributable to such Credit Party's failure or inability to comply with Section 2.16(f) and (e) any Taxes imposed under FATCA.

"Existing Maturity Date" has the meaning assigned to such term in Section 2.08(d).

"Facility Fee" has meaning assigned to such term in Section 2.11(a).

"FATCA" means Sections 1471 through 1474 of the Code, as of the date of this Agreement (and any amended or successor version that is substantively comparable and not materially more onerous to comply with), and any regulations or official interpretations thereof, any intergovernmental agreements entered into thereunder and any agreements entered into pursuant to Section 1471(b)(1) of the Code, or any U.S. or non-U.S. fiscal or regulatory legislation, rules, guidance notes or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such sections of the Code or analogous provisions of non-U.S. law.

"Federal Funds Effective Rate" means, for any day, the rate calculated by the NYFRB based on such day's federal funds transactions by depository institutions (as determined in such manner as the NYFRB shall set forth on its public website from time to time) and published on the next succeeding Business Day by the NYFRB as the federal funds effective rate; provided that if such rate shall be less than zero, such rate shall be deemed to be zero for all purposes of this Agreement.

"Financial Officer" means, with respect to any Person, the chief financial officer, principal accounting officer, treasurer or controller of such Person; provided that when such term is used in reference to the Borrower, a reference to a Financial Officer of Hess GP, acting on behalf of the Borrower, shall be deemed to be included in such reference; provided further that, in any case when such term is used in reference to any document executed by, or a certification of, a Financial Officer, the secretary or assistant secretary of such Person shall have delivered an incumbency certificate to or shall have an incumbency certificate on file with the Administrative Agent as to the authority of such individual acting in such capacity.

"Fitch" means Fitch Ratings, Inc., or any successor to its rating agency business.

"Flood Insurance Laws" means, collectively, (a) the National Flood Insurance Reform Act of 1994 (which comprehensively revised the National Flood Insurance Act of 1968 and the Flood Disaster Protection Act of 1973) as now or hereafter in effect or any successor statute thereto, (ii) the Flood Insurance Reform Act of 2004 as now or hereafter in effect or any successor statue thereto and (iii) the Biggert-Waters Flood Insurance Reform Act of 2012 as now or hereafter in effect or any successor statute thereto.

"Foreign Lender" means any Lender that is organized under the laws of a jurisdiction other than the United States of America, any State thereof or the District of Columbia.

"Fronting Fee" has the meaning assigned to such term in Section 2.11(b).

"GAAP" means, subject to Section 1.04, generally accepted accounting principles in the United States of America as in effect from time to time (including any requirements thereof promulgated by the SEC).

"GIP Partner" means GIP II Blue Holding Partnership, L.P., a Delaware limited partnership.

"Governmental Approvals" means all authorizations, consents, approvals, permits, licenses and exemptions of, registrations and filings with, and reports to, Governmental Authorities.

"Governmental Authority" means the government of the United States of America or any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national body exercising such powers or functions, such as the European Union or the European Central Bank).

"Guarantee" by any Person means any direct or indirect undertaking to assume, guarantee, endorse, contingently agree to purchase or to provide funds for the payment of, or otherwise become liable in respect of, any obligation of any other Person, excluding endorsements for collection or deposit in the ordinary course of business.

"Guarantee Agreement" means the Guarantee Agreement among the Borrower, its Subsidiaries party thereto and the Administrative Agent, substantially in the form of Exhibit C hereto, together with all supplements thereto.

"Guarantor" means each Initial Guarantor and any other Subsidiary of the Borrower that is a party to the Guarantee Agreement.

"Hazardous Materials" means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, well completion and fracturing fluids, asbestos or asbestos containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

"Hess" means Hess Corporation, a Delaware corporation.

"Hess Export Logistics" means Hess North Dakota Export Logistics LLC, a Delaware limited liability company.

"Hess Export Logistics GP" means Hess North Dakota Export Logistics GP LLC, a Delaware limited liability company.

"Hess Export Logistics Operations LP" means Hess North Dakota Export Logistics Operations LP, a Delaware limited partnership.

"Hess GP" means (a) prior to the consummation of the Midstream MLP IPO, Midstream Partners and (b) on and after the date of the Midstream MLP IPO, Hess Midstream Partners GP LP (formerly known as Hess North America LP), a Delaware limited partnership.

"Hess Mentor Storage Holdings" means Hess Mentor Storage Holdings LLC, a Delaware limited liability company.

"Hess Pipelines GP" means Hess North Dakota Pipelines GP LLC, a Delaware limited liability company.

"Hess TGP GP" means Hess TGP GP LLC, a Delaware limited liability company.

"HIP" means Hess Infrastructure Partners LP (formerly known as Hess USA Investment LP), a Delaware limited partnership.

"HIP Credit Agreement" means that certain Credit Agreement, dated as of July 1, 2015, among HIP, the lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent.

"HIP Prepayment Agreement" means that certain agreement, dated as of March 15, 2017, among HIP and JPMorgan Chase Bank, N.A., as administrative agent under the HIP Credit Agreement, for the benefit of the lenders thereunder.

"HIP Related Parties" means Hess, GIP Partner, HIP and their respective Subsidiaries and Affiliates.

"in writing" means any written communication (including communication by facsimile and electronic communication) delivered in accordance with Section 9.01.

"Increase Effective Date" has the meaning assigned to such term in Section 2.08(e).

"Increasing Lender" has the meaning assigned to such term in Section 2.08(e).

"Indemnified Taxes" means Taxes, other than (a) Excluded Taxes and (b) Other Taxes.

"Indemnitee" has the meaning assigned to such term in Section 9.03.

"Information" has the meaning assigned to such term in Section 9.13.

"Initial Financial Statements" means, collectively, (a) the unaudited pro forma combined balance sheet of the Borrower as of December 31, 2016, and the related unaudited pro forma combined statement of operations for the fiscal year ended December 31, 2016, (b) to the extent included in the Registration Statement, the unaudited pro forma combined balance sheet of the Borrower as of March 31, 2017, and the related unaudited pro forma combined statement of operations for the fiscal quarter ended March 31, 2017, and (c) the audited combined balance sheet of the Predecessor as of December 31, 2016, and the related audited combined statements of operations, changes in net parent investment and cash flows for the fiscal year ended December 31, 2016, in each case included in the Registration Statement.

"Initial Guarantors" means Hess TGP GP, Hess Export Logistics GP, Hess Pipelines GP, Hess Mentor Storage Holdings and Hess Mentor Storage LLC, a Delaware limited liability company.

"Interest Election Request" means a request by the Borrower to convert or continue a Revolving Borrowing in accordance with Section 2.07.

"Interest Payment Date" means (a) with respect to any ABR Loan (other than any Swingline Loan), the last day of each March, June, September and December, (b) with respect to any Eurodollar Loan, the last day of the Interest Period applicable to the Borrowing of which such Loan is a part and, in the case of a Eurodollar Borrowing with an Interest Period of more than three months' duration, each day during such Interest Period that occurs at intervals of three months' duration after the first day of such Interest Period and (c) with respect to any Swingline Loan, the day that such Loan is required to be repaid.

"Interest Period" means, with respect to any Eurodollar Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is seven days (if generally available), or one, two, three or six months thereafter, as the Borrower may elect; provided that (a) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless (other than in the case of a seven-day Interest Period) such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding

Business Day, (b) any Interest Period (other than a seven-day Interest Period) that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period and (c) any Interest Period that otherwise would extend beyond the Maturity Date applicable to any Loan shall end on the Maturity Date applicable to such Loan. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

"Interpolated Screen Rate" means, at any time, with respect to any Eurodollar Borrowing for any Interest Period, the rate per annum (rounded to the same number of decimal places as the LIBO Screen Rate) determined by the Administrative Agent (which determination shall be conclusive and binding absent manifest error) to be equal to the rate that results from interpolating on a linear basis between: (a) the LIBO Screen Rate for the longest period for which the LIBO Screen Rate is available that is shorter than such Interest Period; and (b) the LIBO Screen Rate for the shortest period for which that Screen Rate is available that exceeds such Interest Period, in each case, at such time.

"Investment Grade Rating Date" means the date on which the Borrower first obtains a Designated Rating of Baa3 or better from Moody's or BBB- or better from S&P.

"IP Security Agreements" has the meaning set forth in the Collateral Agreement.

"Issuing Banks" means each of the Lenders listed on Schedule 2.05 and any other Lenders (or any Affiliate of any Lender) that shall have become Issuing Banks hereunder as provided in Section 2.05(i) or 2.05(k) (other than any Person that shall have ceased to be an Issuing Bank as provided in Section 2.05(i)), each in its capacity as the issuer of Letters of Credit hereunder. Each Issuing Bank may, in its discretion, arrange for one or more Letters of Credit to be issued by Affiliates of such Issuing Bank, in which case the term "Issuing Bank" shall include any such Affiliate with respect to Letters of Credit issued by such Affiliate.

"LC Commitment" means, with respect to any Issuing Bank, the maximum permitted amount of the LC Exposure that may be attributable to Letters of Credit that, subject to the terms and conditions hereof, are required to be issued by such Issuing Bank. The initial amount of each Issuing Bank's LC Commitment is set forth on Schedule 2.05 or, in the case of any Issuing Bank that becomes an "Issuing Bank" hereunder pursuant to Section 2.05(i) or 2.05(k), as set forth in a written agreement referred to in such Section, or, in each case, such other maximum permitted amount with respect to any Issuing Bank as may have been agreed in writing (and notified in writing to the Administrative Agent) by such Issuing Bank and the Borrower.

"LC Disbursement" means a payment made by any Issuing Bank pursuant to a Letter of Credit.

"LC Exposure" means, at any time, the sum of (a) the aggregate undrawn amount of all outstanding Letters of Credit at such time and (b) the aggregate amount of all LC Disbursements that have not yet been reimbursed by or on behalf of the Borrower at such time. The LC Exposure of any Lender at any time shall be its Applicable Percentage of the total LC Exposure at such time, adjusted to give effect to any reallocation under Section 2.19 of the LC Exposures of Defaulting Lenders in effect at such time.

"LC Notice Time" means, with respect to any requested issuance, amendment, renewal or extension of a Letter of Credit, (a) 12:00 p.m., New York City time, at least two Business Days (or, if such longer period shall have been requested by the Issuing Bank that is the issuer thereof, at least three Business Days) in advance of the requested date of issuance, amendment, renewal or extension or (b) such later time as may be approved by the Issuing Bank that is the issuer thereof as the LC Notice Time with respect to such requested issuance, amendment, renewal or extension.

"LC Participation Fee" has the meaning assigned to such term in Section 2.11(b).

"Lender Parent" means, with respect to any Lender, any Person in respect of which such Lender is a Subsidiary.

"Lenders" means the Persons listed on Schedule 2.01, any Increasing Lender that shall have become a party hereto pursuant to Section 2.08(e) and any other Person that shall have become a party hereto pursuant to an Assignment and Acceptance, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Acceptance. Unless the context requires otherwise, the term "Lenders" includes each Swingline Lender.

"Letter of Credit" means any letter of credit issued pursuant to this Agreement.

"Letter-of-Credit Rights" has the meaning assigned to such term in the Collateral Agreement.

"Leverage Ratio" means, on any date, the ratio of (a) Consolidated Total Debt as of such date to (b) Consolidated EBITDA for the period of four consecutive fiscal quarters ending on or most recently prior to such date for which financial statements have been, or were required to be, delivered hereunder.

"LIBO Rate" means, with respect to each Interest Period pertaining to a Eurodollar Loan, a rate per annum equal to the London interbank offered rate as administered by the ICE Benchmark Administration (or any other Person that takes over the administration of such rate) for deposits in dollars (for delivery on the first day of such Interest Period) with a term equivalent to such Interest Period as displayed on the

Reuters screen page (currently page LIBOR01) displaying interest rates for deposits in the London interbank market (or, in the event such rate does not appear on a page of the Reuters screen, on the appropriate page of such other information service that publishes such rate as shall be selected by the Administrative Agent from time to time in its reasonable discretion) (such applicable rate being called the "LIBO Screen Rate"), at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period. If no LIBO Screen Rate shall be available for a particular Interest Period but LIBO Screen Rates shall be available for maturities both longer and shorter than such Interest Period, then the LIBO Rate for such Interest Period shall be the Interpolated Screen Rate. Notwithstanding the foregoing, if the LIBO Rate, determined as provided above, would otherwise be less than zero, then the LIBO Rate shall be deemed to be zero for all purposes of this Agreement.

"LIBO Screen Rate" has the meaning assigned to such term in the definition of the term "LIBO Rate".

"Lien" means any mortgage, pledge, security interest, encumbrance, lien or charge of any kind (including any agreement to give any of the foregoing), any conditional sale or other title retention agreement, or any lease in the nature thereof.

"Loan Document Obligations" means, collectively, (a) the principal of and premium, if any, and interest (including interest accruing at the rate specified herein during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on all Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (b) each payment (including payments in respect of reimbursements of LC Disbursements, interest thereon and obligations to provide cash collateral) required to be made under this Agreement in respect of any Letter of Credit issued for the account of the Borrower, when and as due, and (c) all other monetary obligations under this Agreement or any other Loan Document, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of the Borrower or any other Loan Party.

"Loan Documents" means, collectively, this Agreement, the Guarantee Agreement, the Collateral Agreement, the other Security Documents, each Note and all other agreements, instruments and documents executed in connection herewith and therewith, in each case as the same may be amended, restated, supplemented or otherwise modified from time to time; provided that on and after the date on which the Collateral and Guarantee Release Condition has been satisfied, "Loan Documents" shall not include the Guarantee Agreement, the Collateral Agreement, the other Security Documents and any other agreement, instrument or document executed or delivered in connection with the granting of any security interest pursuant to any Security Document.

"Loan Party" means the Borrower and each Guarantor.

"Loans" means the loans made by the Lenders to the Borrower pursuant to this Agreement.

"Material Acquisition" means any Acquisition if the aggregate consideration therefor (including Debt assumed in connection therewith) exceeds $10,000,000.

"Material Adverse Effect" means a material adverse effect on (a) the business, assets, liabilities, operations or financial condition of the Borrower and its Restricted Subsidiaries, taken as a whole, (b) the validity or enforceability of the Loan Documents or the rights and remedies of the Administrative Agent, the Issuing Banks or the Lenders thereunder or (c) the ability of the Loan Parties to perform their payment obligations to the Lenders and the Issuing Banks under the Loan Documents.

"Material Agreement" means each of the following agreements (in the case of agreements referred to in clauses (a) through (h), entered into prior to or concurrently with the consummation of the Contribution and the Midstream MLP IPO): (a) the Omnibus Agreement expected to be among Hess, the Borrower, Hess Midstream Partners GP LP, Midstream Partners, HIP, Hess Infrastructure Partners GP LLC, Hess TGP GP, Hess TGP Operations LLC, Hess Export Logistics GP, Hess Export Logistics Operations LP, Hess Pipelines GP, Hess North Dakota Pipelines Operations LP, (b) the Employee Secondment Agreement between Hess Midstream Partners GP LP, Midstream Partners, Hess and Hess Trading Corporation, (c) the Contribution, Conveyance and Assumption Agreement expected to be among the Borrower, Midstream Partners, Hess Midstream Partners GP LP, Hess, Hess Investments North Dakota LLC, HIP, Hess Infrastructure Partners GP LLC, Hess Export Logistics Operations LP, Hess Export Logistics, Hess Export Logistics GP, Hess North Dakota Export Logistics Holdings LLC, Hess TGP Operations LP, Hess TGP GP, Hess TGP Holdings LLC, Hess Tioga Gas Plant LLC, Hess Midstream Holdings LLC, Hess Mentor Storage Holdings, Hess Mentor Storage LLC, Hess North Dakota Pipelines Operations LP, Hess Pipelines GP, Hess North Dakota Pipelines Holdings LLC, Hess North Dakota Pipelines LLC, (d) the Gas Processing and Fractionation Agreement between Hess Trading Corporation and Hess Tioga Gas Plant LLC, as amended, (e) the Terminal and Export Services Agreement between Hess Trading Corporation and Hess Export Logistics, as amended, (f) the Storage Services Agreement between Solar Gas, Inc. and Hess Mentor Storage LLC, (g) the Gas Gathering Agreement between Hess Trading Corporation and Hess North Dakota Pipelines LLC, as amended, (h) the Crude Oil Gathering Agreement between Hess Trading Corporation and Hess North Dakota Pipelines LLC, as amended, and (i) any other agreement entered into between the Borrower or any of its Subsidiaries, on the one hand, and Hess or any of its other Subsidiaries, on the other, the breach, termination, cancellation or non-renewal of which could reasonably be expected to have a Material Adverse Effect.

"Material Disposition" means any sale, transfer or other disposition, or a series of related sales, transfers or other dispositions, of (a) all or substantially all the issued and outstanding Equity Interests in any Person that are owned by the Borrower or any Restricted Subsidiary or (b) assets comprising all or substantially all the assets of (or

all or substantially all the assets constituting a business unit, division, product line or line of business of) any Person; provided that the aggregate consideration therefor (including Debt assumed by the transferee in connection therewith) exceeds $10,000,000.

"Material Indebtedness" means Debt (other than the Loans and Letters of Credit) in an aggregate principal amount exceeding $50,000,000.

"Material Subsidiary" means each Subsidiary of the Borrower (a) the consolidated total assets of which equal 5% or more of the consolidated total assets of the Borrower or (b) the consolidated revenues of which equal 5% or more of the consolidated revenues of the Borrower, in each case as of the end of or for the most recent period of four consecutive fiscal quarters of the Borrower for which financial statements have been delivered pursuant to Section 5.01(a) or 5.01(b) or are included in the Initial Financial Statements; provided that if at the end of or for any such most recent period of four consecutive fiscal quarters the combined consolidated total assets or combined consolidated revenues of all Subsidiaries of the Borrower that under clauses (a) and (b) above would not constitute Material Subsidiaries shall have exceeded 10% of the consolidated total assets of the Borrower or 10% of the consolidated revenues of the Borrower, then one or more of such excluded Subsidiaries shall for all purposes of this Agreement be deemed to be Material Subsidiaries in descending order based on the amounts of their consolidated total assets or consolidated revenues, as the case may be, until such excess shall have been eliminated. For purposes of this definition, the consolidated total assets and consolidated revenues of the Borrower as of any date and for any period prior to the first delivery of financial statements of the Borrower pursuant to Section 5.01(a) or 5.01(b) shall be determined by reference to the most recent pro forma financial statements referred to in the Initial Financial Statements.

"Maturity Date" means the fourth anniversary of the Closing Date or the applicable anniversary thereof as determined in accordance with Section 2.08(d).

"Maturity Extension Request" has the meaning assigned to such term in Section 2.08(d).

"Midstream MLP Drop-Down Transactions" means any acquisition by the Borrower or its Restricted Subsidiaries of property or assets of Hess and its Subsidiaries (including HIP) so long as the property or assets being acquired are engaged or used (or intended to be used) primarily in an activity that would generate qualifying income with the meaning of Section 7704(d) of the Code, and all transactions consummated or agreements entered into in connection therewith; provided that, other than with respect to the Contribution, (a) such acquisition shall be made for fair value (as reasonably determined by a Financial Officer of the Borrower) and (b) such acquisition is otherwise on terms and conditions that are fair and reasonable to the Borrower and its Restricted Subsidiaries (as reasonably determined by a Financial Officer of the Borrower), taking into account the totality of the relationship between the Borrower and its Restricted Subsidiaries, on the one hand, and Hess and its other Subsidiaries, on the other.

"Midstream MLP IPO" means the underwritten initial public offering of common units representing limited partner interests in the Borrower pursuant to the Registration Statement which results in such common units being traded on a national securities exchange, provided that the net cash proceeds thereof shall be at least $200,000,000.

"Midstream MLP IPO Transactions" means the Midstream MLP IPO, the Contribution and the transactions consummated in connection therewith in accordance with the Registration Statement.

"Midstream Partners" means Hess Midstream Partners GP LLC, a Delaware limited liability company.

"Moody's" means Moody's Investors Service, Inc., and any successor to its rating agency business.

"Mortgage" means a mortgage, deed of trust, assignment of leases and rents or other security document granting a Lien on any Mortgaged Property to secure the Obligations. Each Mortgage shall be in form and substance reasonably satisfactory to the Administrative Agent.

"Mortgaged Property" means each parcel of real property owned in fee by a Loan Party, and the improvements thereto, that (together with such improvements) has a fair value of $5,000,000 or more, provided that the term "Mortgaged Property" shall not include any Excluded Mortgage Property.

"Non-Defaulting Lender" means, at any time, any Lender that is not a Defaulting Lender at such time.

"Non-Increasing Lender" means, in connection with any Commitment Increase, any Lender that is not an Increasing Lender in respect of such Commitment Increase.

"Note" has the meaning ascribed to it in Section 2.09(e).

"Notice of LC Activity" means a notice substantially in the form of Exhibit D hereto delivered by an Issuing Bank to the Borrower and the Administrative Agent pursuant to Section 2.05(b) with respect to the issuance, amendment, renewal, extension or expiry of, or a drawing under, a Letter of Credit.

"Notice of LC Request" means a notice substantially in the form of Exhibit E hereto delivered by the Borrower to an Issuing Bank and the Administrative Agent pursuant to Section 2.05(b) with respect to a proposed Letter of Credit.

"NYFRB" means the Federal Reserve Bank of New York.

"NYFRB Rate" means, for any day, the greater of (a) the Federal Funds Effective Rate in effect on such day and (b) the Overnight Bank Funding Rate in effect

on such day (or for any day that is not a Business Day, for the immediately preceding Business Day); provided that if both such rates are not so published for any day that is a Business Day, the term "NYFRB Rate" means the rate quoted for such day for a federal funds transaction at 11:00 a.m., New York City time, on such day received by the Administrative Agent from a Federal funds broker of recognized standing selected by it; provided further that if any of the foregoing rates shall be less than zero, such rate shall be deemed to be zero for all purposes of this Agreement.

"Obligations" means, collectively, (a) all Loan Document Obligations, (b) all Secured Swap Obligations, excluding, with respect to any Guarantor, Excluded Swap Obligations with respect to such Guarantor, and (c) all Secured Cash Management Obligations.

"Other Connection Taxes" means, with respect to any Lender, any Issuing Bank or the Administrative Agent, Taxes imposed as a result of a present or former connection between such Lender, such Issuing Bank or the Administrative Agent and the jurisdiction imposing such Tax (other than connections arising from such Lender, such Issuing Bank or the Administrative Agent having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

"Other Taxes" means any present or future stamp, court, documentary, intangible, recording, filing or similar excise or property Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, or otherwise with respect to any Loan Document, except to the extent any such Taxes are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 2.18(b)).

"Outstanding Loans" has the meaning assigned to such term in Section 2.08(e).

"Overnight Bank Funding Rate" means, for any day, the rate comprised of both overnight federal funds and overnight Eurodollar borrowings by U.S.–managed banking offices of depository institutions (as such composite rate shall be determined by the NYFRB as set forth on its public website from time to time) and published on the next succeeding Business Day by the NYFRB as an overnight bank funding rate (from and after such date as the NYFRB shall commence to publish such composite rate); provided that if such rate shall be less than zero, such rate shall be deemed to be zero for all purposes of this Agreement.

"Participant" has the meaning assigned to such term in Section 9.04(e).

"Participant Register" has the meaning assigned to such term in Section 9.04(e).

"Payment Intangibles" has the meaning assigned to such term in the Collateral Agreement.

"Permitted Encumbrances" means:

(a) Liens imposed by law for Taxes that are not yet due or are being contested in good faith by appropriate proceedings and as to which appropriate reserves have been set aside in accordance with GAAP;

(b) carriers', warehousemen's, mechanics', materialmen's, and repairmen's Liens, Liens for crew's wages or salvage (or making deposits to release such Liens) and other like Liens imposed by law, arising in the ordinary course of business and securing obligations that are not overdue by more than 30 days or are being contested in good faith by appropriate proceedings and as to which appropriate reserves have been set aside in accordance with GAAP;

(c) Liens on standard industry terms imposed by charter parties or under contracts of affreightment;

(d) Liens arising out of judgments or awards against the Borrower or any of its Restricted Subsidiaries with respect to which the Borrower or such Restricted Subsidiary at the time shall currently be prosecuting an appeal or proceedings for review and with respect to which it shall have secured a stay of execution pending such appeal or proceedings for review;

(e) pledges and deposits made in the ordinary course of business in compliance with workers' compensation, unemployment insurance and other social security laws or regulations;

(f) deposits to secure the performance of bids, trade contracts, leases, statutory obligations, surety and appeal bonds or performance bonds, and other obligations of a like nature (other than obligations under Swap Agreements), in each case in the ordinary course of business;

(g) easements, zoning restrictions, rights-of-way and similar encumbrances on real property and imperfections of titles imposed by law or arising in the ordinary course of business that do not secure any monetary obligations and do not materially detract from the value of the affected property or interfere with the ordinary conduct of business of the Borrower or any of its Restricted Subsidiaries;

(h) Liens on any oil and/or gas properties or other mineral interests of the Borrower or any of its Restricted Subsidiaries, whether developed or undeveloped, arising as security for the Borrower's or such Restricted Subsidiary's costs and expenses incurred by it in connection with the exploration, development or operation of such properties, in favor of a Person that is conducting the exploration, development or operation of such properties, or in connection with farmout, dry hole, bottom hole, communitization, unitization,

pooling and operating agreements and/or other agreements of like general nature incident to the acquisition, exploration, development and operation of such properties or as required by regulatory agencies having jurisdiction in the premises;

(i) overriding royalties, royalties, production payments, net profits interests or like interests to be paid out of production from oil and/or gas properties or other mineral interests of the Borrower or any of its Restricted Subsidiaries, or to be paid out of the proceeds from the sale of any such production;

(j) banker's liens, rights of setoff or similar rights and remedies as to deposit accounts or other funds maintained with depository institutions and securities accounts and other financial assets maintained with a securities intermediary; provided that such deposit accounts or funds and securities accounts or other financial assets are not established or deposited for the purpose of providing collateral for any Debt and are not subject to restrictions on access by the Borrower or any of its Restricted Subsidiaries in excess of those required by applicable banking regulations; and

(k) liens on cash margin collateral, deposits or securities by any Person with whom the Borrower or any of its Restricted Subsidiaries enters into a Swap Agreement constituting any interest rate or currency swap agreement or other interest rate or currency protection agreement capable of financial settlement only; provided that (i) any such Swap Agreements shall be entered into to hedge or mitigate risks to which the Borrower or such Restricted Subsidiary is exposed in the conduct of its business or the management of its liabilities and not for speculative purposes and (ii) the aggregate value of cash and other assets subject to such Liens shall not at any time exceed $50,000,000;

provided that the term "Permitted Encumbrances" shall not include any Lien securing Debt.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"Plan" means any "employee benefit plan" as defined in Section 3(3) of ERISA or any "plan" subject to Section 4975 of the Code.

"Platform" has the meaning assigned to such term in Section 9.01(d).

"Predecessor" means Hess Midstream Partners LP Predecessor, a predecessor of the Borrower for accounting purposes as described in the Registration Statement.

"Prime Rate" means the rate of interest per annum publicly announced from time to time by JPMorgan Chase Bank, N.A. as its prime rate in effect at its principal office in New York City. Each change in the Prime Rate shall be effective from and including the date such change is publicly announced as being effective.

"Proceeds" has the meaning assigned to such term in the Collateral Agreement.

"Qualified ECP Guarantor" means, in respect of any Swap Obligation, each Guarantor that has total assets exceeding $10,000,000 or that otherwise constitutes an "eligible contract participant" under the Commodity Exchange Act or any rules or regulations promulgated thereunder or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) at the time such Swap Obligation is incurred (including as a result of the agreement in Section 9.19 or any other Guarantee or other support agreement in respect of the obligations of such Guarantor by another Person that constitutes an "eligible contract participant").

"Rating Agency" means Moody's, S&P or Fitch.

"Register" has the meaning assigned to such term in Section 9.04(c).

"Registration Statement" means the registration statement on Form S-1 (No. 333-198896), including the prospectus forming a part thereof and the exhibits filed therewith, initially filed by the Borrower with the SEC on September 24, 2014, as amended or supplemented through the Closing Date and as further amended and supplemented thereafter; provided that such further amendments and supplements after the Closing Date (other than any amendments or supplements to the financial statements contained therein) (a) shall not be materially adverse to the Lenders or the Arrangers or (b) shall have been approved by the Arrangers.

"Related Parties" means, with respect to any specified Person, such Person's Affiliates and the respective directors, officers, members, partners, trustees, employees, agents and advisors of such Person and such Person's Affiliates.

"Required Lenders" means, at any time, Lenders having Revolving Credit Exposures and unused Commitments representing more than 50% of the sum of the aggregate Revolving Credit Exposures and unused Commitments at such time.

"Restricted Payments" means, with respect to any Person, any dividend or distribution (whether in cash, securities or other property) with respect to any Equity Interest in such Person, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit on account of the purchase, redemption, retirement, acquisition, exchange, conversion, cancellation or termination of, or any other return of capital with respect to, any such Equity Interest.

"Restricted Subsidiary" means any Subsidiary of the Borrower other than an Unrestricted Subsidiary.

"Revolving Credit Exposure" means, with respect to any Lender at any time, the sum of the outstanding principal amount of such Lender's Revolving Loans and its LC Exposure and Swingline Exposure at such time.

"Revolving Loan" means a Loan made pursuant to Section 2.01.

"S&P" means S&P Global Ratings, a division of S&P Global Inc., or any successor to its rating agency business.

"Sale/Leaseback Transaction" means any arrangement relating to property owned by the Borrower or any of its Restricted Subsidiaries whereby the Borrower or such Restricted Subsidiary sells or transfers any property to any Person and thereafter rents or leases such property, or other property that it intends to use for substantially the same purpose or purposes as the property being sold or transferred, from such Person or its Affiliates.

"Sanctioned Country" means, at any time, a country, region or territory that is itself or whose government is the subject or target of any comprehensive Sanctions (as of the date of this Agreement, Crimea, Cuba, Iran, North Korea, Sudan and Syria).

"Sanctioned Person" means, at any time, (a) any Person that is listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the United Nations Security Council, the European Union or Her Majesty's Treasury of the United Kingdom, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person owned or controlled by any such Person or Persons.

"Sanctions" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, or (b) the United Nations Security Council, the European Union or Her Majesty's Treasury of the United Kingdom.

"SEC" means the United States Securities and Exchange Commission.

"Secured Cash Management Agreement" means (a) any Cash Management Agreement that is between the Borrower or any Restricted Subsidiary and the Administrative Agent or any of its Affiliates, whether or not such Person shall have been the Administrative Agent or an Affiliate thereof at the time the applicable Cash Management Agreement was entered into, and (b) any Cash Management Agreement that is between the Borrower or any Restricted Subsidiary and any other Secured Cash Management Provider and that, in the case of this clause (b), is designated as a "Secured Cash Management Agreement" by written notice from the Borrower to the Administrative Agent in form and detail reasonably satisfactory to the Administrative Agent.

"Secured Cash Management Obligations" means all obligations of every nature of the Borrower or any Restricted Subsidiary (whether absolute or contingent and

howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor)) arising in respect of Cash Management Services provided under any Secured Cash Management Agreement.

"Secured Cash Management Provider" means any Person that (a) is, or was on the Closing Date, the Administrative Agent, an Arranger or any Affiliate of any of the foregoing, whether or not such Person shall have been the Administrative Agent, an Arranger or any Affiliate of any of the foregoing at the time the applicable Cash Management Agreement was entered into, (b) is a counterparty to Cash Management Agreement in effect on the Closing Date and is a Lender or an Affiliate of a Lender as of the Closing Date or (c) becomes a counterparty to a Cash Management Agreement after the Closing Date at a time when such Person is a Lender or an Affiliate of a Lender.

"Secured Parties" means (a) the Administrative Agent, (b) each Arranger, (c) each Lender, (d) each Issuing Bank, (e) each Secured Cash Management Provider holding any Secured Cash Management Obligations, (f) each counterparty to any Secured Swap Agreement holding any Secured Swap Obligations, (g) the beneficiaries of each indemnification obligation undertaken by any Loan Party under any Loan Document and (h) the successors and permitted assigns of each of the foregoing.

"Secured Swap Agreement" means any Swap Agreement, or any other agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions (including any agreement, contract or transaction that constitutes a "swap" within the meaning of section 1a(47) of the Commodity Exchange Act), in each case, (a) that is entered into between the Borrower or any Restricted Subsidiary and a counterparty that is, or was on the Closing Date, the Administrative Agent or any of its Affiliates, whether or not such counterparty shall have been the Administrative Agent or such Affiliate at the time the applicable Swap Agreement or other agreement was entered into, (b) that is in effect on the Closing Date between the Borrower or any Restricted Subsidiary and a counterparty that is a Lender or an Affiliate of a Lender as of the Closing Date or (c) that is entered into after the Closing Date by the Borrower or any Restricted Subsidiary and a counterparty that is a Lender or an Affiliate of a Lender at the time the applicable Swap Agreement or other agreement is entered into and that, in the case of clause (b) and (c), is designated as a "Secured Swap Agreement" by written notice from the Borrower to the Administrative Agent in form and detail reasonably satisfactory to the Administrative Agent.

"Secured Swap Obligations" means all obligations of every nature of the Borrower or any Restricted Subsidiary under each Secured Swap Agreement (whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor)), including obligations for interest (including interest that would continue to accrue pursuant to such Secured Swap Agreement on any such obligation after the

commencement of any proceeding under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law with respect to the Borrower or any Restricted Subsidiary, whether or not such interest is allowed or allowable against the Borrower or such Restricted Subsidiary in any such proceeding), payments for early termination of such Secured Swap Agreement, fees, expenses and indemnification.

"Securities Act" means the United States Securities Act of 1933.

"Security Documents" means the Collateral Agreement, the IP Security Agreements, any Mortgages and each other security agreement or other instrument or document executed and delivered pursuant to Section 5.11 or 5.14 or pursuant to any Loan Document to secure the Obligations.

"Specified Acquisition" means any Acquisition by the Borrower and its Restricted Subsidiaries that (a) involves payment of a purchase price by the Borrower and its Restricted Subsidiaries of not less than $50,000,000 and (b) is designated by the Borrower, by written notice to the Administrative Agent, as a "Specified Acquisition".

"Statutory Reserve Rate" means a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minus the aggregate of the maximum reserve percentages (including any marginal, special, emergency or supplemental reserves) expressed as a decimal established by the Board to which the Administrative Agent is subject for eurocurrency funding (currently referred to as "Eurocurrency Liabilities" in Regulation D of the Board). Such reserve percentages shall include those imposed pursuant to such Regulation D. Eurodollar Loans shall be deemed to constitute eurocurrency funding and to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any Lender under such Regulation D or any comparable regulation. The Statutory Reserve Rate shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

"Subsequent Borrowings" has the meaning assigned to such term in Section 2.08(e).

"Subsidiary" means, with respect to any Person (the "parent") at any date, any corporation, limited liability company, partnership, association or other entity (a) of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, controlled or held, or (b) that is, as of such date, otherwise Controlled, by the parent or one or more Subsidiaries of the parent or by the parent and one or more Subsidiaries of the parent.

"Supporting Obligations" has the meaning assigned to such term in the Uniform Commercial Code.

"Swap Agreement" means any interest rate, currency or commodity swap agreement or other interest rate, currency or commodity price protection agreement capable of financial settlement only.

"Swap Obligation" means any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of Section 1a(47) of the Commodity Exchange Act.

"Swap Payment Obligation" means, with respect to any Person, an obligation of such Person to pay money, either in respect of a periodic payment or upon termination, to a counterparty under a Swap Agreement, after giving effect to any netting arrangements between such Person and such counterparty and such Person's rights of setoff in respect of such obligation provided for in such Swap Agreement.

"Swingline Benchmark Rate" means, for any day, (a) the "ASK" rate for Federal Funds appearing on the applicable page of the Bloomberg service (or on any successor or substitute page of such service, or any successor to or substitute for such service, providing rate quotations comparable to those currently provided on such page of such service, as determined by the Administrative Agent from time to time for purposes of providing quotations of the offer rates applicable to Federal Funds for a term of one Business Day), as such rate appears at the time the "Swingline Benchmark Rate" is determined for such day for purposes hereof by the Administrative Agent (and without giving effect to any changes thereto after such time or to any average or composite of such rates for such day), or (b) if the rate referred to in clause (a) above is not available at such time for any reason, then the Alternate Base Rate for such day. The Borrower understands and agrees that the rate quoted from the Bloomberg service is a real-time rate that changes from time to time.

"Swingline Borrowing" means a Borrowing of a Swingline Loan or Swingline Loans.

"Swingline Commitment" means, with respect to each Swingline Lender, the commitment of such Swingline Lender to make Swingline Loans pursuant to Section 2.04. The initial amount of each Swingline Lender's Swingline Commitment is set forth on Schedule 2.04 or, in the case of any Swingline Lender that becomes a "Swingline Lender" hereunder pursuant to Section 2.04(d), as set forth in a written agreement referred to in such Section.

"Swingline Exposure" means, at any time, the aggregate principal amount of all Swingline Loans outstanding at such time. The Swingline Exposure of any Lender at any time shall be the sum of (a) its Applicable Percentage of the aggregate principal amount of all Swingline Loans outstanding at such time (excluding, in the case of any Lender that is a Swingline Lender, Swingline Loans made by it that are outstanding at such time to the extent that the other Lenders shall not have funded their participations in such Swingline Loans), adjusted to give effect to any reallocation under Section 2.19 of the Swingline Exposure of Defaulting Lenders in effect at such time, and (b) in the case of any Lender that is a Swingline Lender, the aggregate principal amount of all Swingline Loans made by such Lender outstanding at such time to the extent that the other Lenders shall not have funded their participations in such Swingline Loans.

"Swingline Lender" means (a) JPMorgan Chase Bank, N.A. and (b) each Lender that shall have become a Swingline Lender hereunder as provided in Section 2.04(d), in each case, each in its capacity as a lender of the Swingline Loans hereunder.

"Swingline Loan" means a Loan made pursuant to Section 2.04.

"Syndication Agents" means The Bank of Tokyo-Mitsubishi UFJ, Ltd., Citibank, N.A., Goldman Sachs Lending Partners LLC, Morgan Stanley Senior Funding, Inc. and Wells Fargo Bank, National Association, in their capacities as the syndication agents with respect to the credit facility established hereby.

"Taxes" means any and all present or future taxes, levies, imposts, duties, deductions, charges or withholdings (including backup withholdings) imposed by any Governmental Authority including any interest, additions to tax or penalties applicable thereto.

"Transactions" means (a) each of the execution, delivery and performance by each Loan Party of the Loan Documents to which it is a party, the borrowing of Loans under this Agreement and the use of the proceeds thereof and the issuance of Letters of Credit hereunder and (b) on the Availability Date, the Midstream MLP IPO Transactions.

"Type", when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Adjusted LIBO Rate or the Alternate Base Rate.

"Undisclosed Administration" means, with respect to any Lender, the appointment of an administrator or other similar supervisory official by a supervisory authority or regulator pursuant to the law of the country where such Lender is subject to home jurisdiction supervision if the applicable law of such country requires that such appointment not be publicly disclosed (and such appointment has not been publicly disclosed).

"Uniform Commercial Code" has the meaning assigned to such term in the Collateral Agreement.

"Unrestricted Subsidiary" means (a) any Subsidiary of the Borrower that shall have been designated as an Unrestricted Subsidiary in the manner provided below subsequent to the Availability Date and not subsequently redesignated as a "Restricted Subsidiary" in the manner provided below and (b) any Subsidiary of an Unrestricted Subsidiary.

The Borrower may, after the Availability Date, designate any of its Subsidiaries to be an "Unrestricted Subsidiary" by delivering to the Administrative Agent a certificate of a Financial Officer of the Borrower specifying such designation and certifying that such designated Subsidiary satisfies the requirements set forth in this definition (and including reasonably detailed calculations demonstrating satisfaction of the requirement in clause (b) below); provided that:

(a) at the time of and immediately after giving effect to any such designation, no Default or Event of Default shall have occurred and be continuing;

(b) after giving effect to such designation, the Borrower shall be in compliance, on a pro forma basis, with Section 6.10, with the Leverage Ratio recomputed as of the last day of the most recently ended fiscal quarter for which financial statements have been delivered pursuant to Section 5.01(a) or 5.01(b) or are included in the Initial Financial Statements;

(c) each Subsidiary of such Subsidiary shall have been, or concurrently therewith shall be, designated as an Unrestricted Subsidiary in accordance herewith;

(d) such Subsidiary (i) does not own any Equity Interests in any of the Restricted Subsidiaries of the Borrower and (ii) does not hold, or control by lease, exclusive license or otherwise, any asset that is material to the operation in the ordinary course of the business of the Borrower and its Restricted Subsidiaries;

(e) no Subsidiary may be designated as an Unrestricted Subsidiary if it was previously designated as an Unrestricted Subsidiary and has been redesignated as a Restricted Subsidiary; and

(f) no Subsidiary may be designated as an Unrestricted Subsidiary if it is a "restricted subsidiary" under the terms of any Material Indebtedness of the Borrower or any of its Restricted Subsidiaries (and any Subsidiary of the Borrower that is a "restricted subsidiary" under the terms of any such Material Indebtedness shall be promptly redesignated as a Restricted Subsidiary).

The Borrower shall cause each Unrestricted Subsidiary to satisfy at all times the requirements set forth in clauses (c), (d) and (f) above.

The Borrower may designate any Unrestricted Subsidiary as a "Restricted Subsidiary" by delivering to the Administrative Agent a certificate of a Financial Officer of the Borrower specifying such redesignation and certifying that such redesignation satisfies the requirements set forth in this paragraph; provided that (a) at the time of and immediately after giving effect to any such designation, no Default or Event of Default shall have occurred and be continuing, (b) each Subsidiary of which such redesignated Unrestricted Subsidiary is a Subsidiary shall have been, or concurrently therewith shall be, designated as a Restricted Subsidiary in accordance herewith and (c) the redesignation of an Unrestricted Subsidiary as a Restricted Subsidiary shall constitute the incurrence, at the time of such redesignation, of all Debt and Liens of such Unrestricted Subsidiary existing at such time.

"USA PATRIOT Act" means the USA PATRIOT Improvement and Reauthorization Act, Title III of Pub. L. 109-177.

"wholly owned", when used in reference to a Subsidiary of any Person, means that all the Equity Interests in such Subsidiary (other than directors' qualifying shares and other nominal amounts of Equity Interests that are required to be held by other Persons under applicable law) are owned, beneficially and of record, by such Person, another wholly owned Subsidiary of such Person or any combination thereof.

"Withholding Agent" means the Borrower and the Administrative Agent.

"Write-Down and Conversion Powers" means with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule.

SECTION 1.02. Classification of Loans and Borrowings. For purposes of this Agreement, Loans may be classified and referred to by Class (e.g., a "Revolving Loan") or by Type (e.g., a "Eurodollar Loan") or by Class and Type (e.g., a "Eurodollar Revolving Loan"). Borrowings also may be classified and referred to by Class (e.g., a "Revolving Borrowing") or by Type (e.g., a "Eurodollar Borrowing") or by Class and Type (e.g., a "Eurodollar Revolving Borrowing").

SECTION 1.03. Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise (a) any definition of or reference to any agreement (including this Agreement), instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's permitted successors and assigns and, in the case of any Governmental Authority, any other Governmental Authority that shall have succeeded to any or all functions thereof, (c) except as otherwise expressly provided herein, any definition of or reference to any statute, rule or regulation shall be construed as referring thereto as from time to time amended, supplemented or otherwise modified (including by succession of comparable successor laws), and all references to any statute shall be construed as referring to all rules, regulations, rulings and official interpretations promulgated or issued thereunder, (d) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (e) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement and (f) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

SECTION 1.04. Accounting Terms; GAAP; Pro Forma Calculations. (a) Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time; provided that, notwithstanding the foregoing, for purposes of this Agreement (other than Section 5.01) GAAP shall be determined, all terms of an accounting or financial nature shall be construed, and all computations of amounts and ratios referred to herein shall be made, (i) without giving effect to any change thereto occurring after the date hereof as a result of the adoption of any proposals set forth in the *Accounting Standards Update 2016-02*, *Leases (Topic 842)*, issued by the Financial Accounting Standards Board in February 2016, or any other proposals issued by the Financial Accounting Standards Board in connection therewith, in each case if such change would require the recognition of right-of-use assets and lease liabilities for leases or similar agreements that were not classified as Capital Leases under GAAP as in effect on the date hereof and (ii) without giving effect to (A) any election under *Accounting Standards Codification 825*, *Financial Instruments*, or any successor thereto (including pursuant to the Accounting Standards Codification), to value any Debt or other obligation of the Borrower or any of its Subsidiaries at "fair value", as defined therein, or (B) any treatment of indebtedness in respect of convertible debt instruments under Accounting Standards Codification 470-20 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any such indebtedness in a reduced or bifurcated manner as described therein, and such indebtedness shall at all times be valued at the full stated principal amount thereof; provided further that, if the Borrower notifies the Administrative Agent that the Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the date hereof in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision is amended in accordance herewith.

(b) All pro forma computations required to be made hereunder giving effect to any transaction shall be calculated after giving pro forma effect thereto (and, in the case of any pro forma computations made hereunder to determine whether such Material Acquisition, Material Disposition or other transaction is permitted to be consummated hereunder, to any other such transaction consummated since the first day of the period covered by any component of such pro forma computation and on or prior to the date of such computation) as if such transaction had occurred on the first day of the period of four consecutive fiscal quarters ending with the most recent fiscal quarter for which financial statements shall have been delivered pursuant to Section 5.01(a) or 5.01(b) (or, prior to the delivery of any such financial statements, ending with the last fiscal quarter included in the financial statements referred to in Section 3.04(a)), and, to the extent applicable, to the historical earnings and cash flows associated with the assets acquired or disposed of and any related incurrence or reduction of Debt, all in accordance with Article 11 of Regulation S-X under the Securities Act. If any Debt bears a floating rate of interest and is being given pro forma effect, the interest on such Debt shall be

calculated as if the rate in effect on the date of determination had been the applicable rate for the entire period (taking into account any Swap Agreement applicable to such Debt if such Swap Agreement has a remaining term in excess of 12 months).

SECTION 1.05. Effectuation of Transactions. All references herein to the Borrower and its Subsidiaries on the Availability Date shall be deemed to be references to such Persons, and all the representations and warranties of the Borrower and the other Loan Parties contained in this Agreement and the other Loan Documents on the Availability Date shall be deemed made, in each case, after giving effect to the Contribution and the other Transactions to occur on the Availability Date, unless the context otherwise requires.

ARTICLE II

The Credits

SECTION 2.01. Commitments. Subject to the terms and conditions set forth herein, each Lender agrees to make Revolving Loans to the Borrower from time to time during the Availability Period in an aggregate principal amount not exceeding the amount of such Lender's Commitment; provided that after giving effect to each Revolving Loan (a) no Lender's Revolving Credit Exposure shall exceed such Lender's Commitment and (b) the sum of the Revolving Credit Exposures of all the Lenders shall not exceed the sum of the Commitments of all the Lenders. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrower may borrow, prepay and reborrow Revolving Loans.

SECTION 2.02. Loans and Borrowings. (a) Each Revolving Loan shall be made as part of a Borrowing consisting of Revolving Loans of the same Type made by the Lenders, ratably in accordance with their respective Commitments. Each Swingline Loan shall be made in accordance with the procedures set forth in Section 2.04. The failure of any Lender to make any Loan required to be made by it shall not relieve any other Lender of its obligations hereunder; provided that the Commitments of the Lenders are several and no Lender shall be responsible for any other Lender's failure to make Loans as required.

(b) Subject to Section 2.13, each Revolving Borrowing shall be comprised entirely of ABR Loans or Eurodollar Loans, as the Borrower may request in accordance herewith, and shall be in dollars. Each Swingline Loan shall be in dollars. Each Lender at its option may make any Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan; provided that any exercise of such option shall not affect the obligation of the Borrower to repay such Loan in accordance with the terms of this Agreement.

(c) At the commencement of each Interest Period for any Eurodollar Revolving Borrowing, such Borrowing shall be in an aggregate amount that is an integral multiple of $1,000,000 and not less than $1,000,000. At the time that each ABR Revolving Borrowing is made, such Borrowing shall be in an aggregate amount that is an

integral multiple of $1,000,000; provided that an ABR Revolving Borrowing may be in an aggregate amount that is equal to the entire unused balance of the total Commitments or that is required to finance the reimbursement of an LC Disbursement as contemplated by Section 2.05(e). Each Swingline Borrowing shall be in an amount that is an integral multiple of $1,000,000; provided that a Swingline Borrowing may be in an aggregate amount that is required to finance the reimbursement of an LC Disbursement as contemplated by Section 2.05(e). Borrowings of more than one Type and Class may be outstanding at the same time; provided that there shall not at any time be more than a total of 10 outstanding Eurodollar Revolving Borrowings.

SECTION 2.03. Requests for Revolving Borrowings. To request a Revolving Borrowing, the Borrower shall notify the Administrative Agent of such request by telephone (a) in the case of a Eurodollar Borrowing, not later than 12:00 p.m., New York City time, three Business Days before the date of the proposed Borrowing or (b) in the case of any ABR Borrowing, not later than 1:00 p.m., New York City time, on the Business Day of the proposed Borrowing. Each such telephonic Borrowing Request shall be irrevocable and shall be confirmed promptly by delivery to the Administrative Agent of a written Borrowing Request in a form approved by the Administrative Agent and signed by the Borrower. Each such telephonic and written Borrowing Request shall specify the following information in compliance with Section 2.02:

(i) the aggregate amount of the requested Borrowing;

(ii) the date of such Borrowing, which shall be a Business Day;

(iii) whether such Borrowing is to be an ABR Borrowing or a Eurodollar Borrowing;

(iv) in the case of a Eurodollar Borrowing, the initial Interest Period to be applicable thereto, which shall be a period contemplated by the definition of the term “Interest Period”; and

(v) the location and number of the account of the Borrower to which funds are to be disbursed or, in the case of any ABR Revolving Borrowing requested to finance the reimbursement of an LC Disbursement as provided in Section 2.05(e), the identity of the Issuing Bank that made such LC Disbursement.

If no election as to the Type of Revolving Borrowing is specified, then the requested Revolving Borrowing shall be an ABR Borrowing. If no Interest Period is specified with respect to any requested Eurodollar Revolving Borrowing, then the Borrower shall be deemed to have selected an Interest Period of seven days (if generally available) or otherwise of one month’s duration. Promptly following receipt of a Borrowing Request in accordance with this Section, the Administrative Agent shall advise each Lender of the details thereof and of the amount of such Lender’s Loan to be made as part of the requested Borrowing.

SECTION 2.04. Swingline Loans. (a) Subject to the terms and conditions set forth herein, each Swingline Lender agrees to make Swingline Loans to the

Borrower from time to time during the Availability Period in an aggregate principal amount at any time outstanding that will not result in (i) the aggregate principal amount of the outstanding Swingline Loans exceeding $50,000,000, (ii) the aggregate principal amount of outstanding Swingline Loans of any Swingline Lender exceeding the Swingline Commitment of such Swingline Lender, (iii) the Revolving Credit Exposure of any Lender exceeding its Commitment, (iv) the sum of the Revolving Credit Exposures of all the Lenders exceeding the sum of the Commitments of all the Lenders or (v) the sum of the Swingline Exposure attributable to Swingline Loans maturing after any Existing Maturity Date and the LC Exposure attributable to Letters of Credit expiring after such Existing Maturity Date exceeding the sum of the Commitments that shall have been extended to a date after the latest maturity date of such Swingline Loans and the latest expiration date of such Letters of Credit; provided that no Swingline Lender shall be required to make a Swingline Loan to refinance an outstanding Swingline Loan. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrower may borrow, prepay and reborrow Swingline Loans. The failure of any Swingline Lender to make any Swingline Loan required to be made by it shall not relieve any other Swingline Lender of its obligations hereunder; provided that the Swingline Commitments of the Swingline Lenders are several and no Swingline Lender shall be responsible for any other Swingline Lender's failure to make Swingline Loans as required.

(b) To request a Swingline Borrowing, the Borrower shall notify the Administrative Agent and each applicable Swingline Lender of such request by telephone not later than 2:30 p.m., New York City time, on the day of the proposed Swingline Borrowing. Each such telephonic Borrowing Request shall be irrevocable and shall be confirmed promptly by delivery to the Administrative Agent of a written Borrowing Request in a form approved by the Administrative Agent and each applicable Swingline Lender and signed by the Borrower. Each such telephonic and written Borrowing Request shall specify the Swingline Lender or Swingline Lenders that are requested to provide the requested Swingline Borrowing, the requested date (which shall be a Business Day) and the amount of the requested Swingline Loan to be made by each Swingline Lender and the location and number of the account of the Borrower to which funds are to be disbursed or, in the case of any Swingline Borrowing requested to finance the reimbursement of an LC Disbursement as provided in Section 2.05(e), the identity of the Issuing Bank that has made such LC Disbursement. Promptly following the receipt of a Borrowing Request in accordance with this Section, the Administrative Agent shall advise each applicable Swingline Lender of the details thereof and of the amount of such Swingline Lender's Swingline Loan to be made as part of the requested Swingline Borrowing. Each Swingline Lender shall make each Swingline Loan to be made by it hereunder available to the Borrower by means of a wire transfer to the account specified in such Borrowing Request or to the applicable Issuing Bank, as the case may be, by 4:00 p.m., New York City time, on the requested date of such Swingline Loan.

(c) Any Swingline Lender may by written notice given to the Administrative Agent not later than 12:00 p.m., New York City time, on any Business Day require the Lenders to acquire participations on such Business Day in all or a portion of the outstanding Swingline Loans made by such Swingline Lender. Such notice shall

specify the aggregate amount of the Swingline Loans made by such Swingline Lender in which Lenders will be required to participate. Promptly upon receipt of such notice, the Administrative Agent will give notice thereof to each Lender, specifying in such notice such Lender's Applicable Percentage of such Swingline Loan or Loans. Each Lender hereby absolutely and unconditionally agrees to pay, upon receipt of notice as provided above, to the Administrative Agent, for the account of the applicable Swingline Lender, such Lender's Applicable Percentage of such Swingline Loan or Loans. Each Lender acknowledges and agrees that, in making any Swingline Loan, each Swingline Lender shall be entitled to rely, and shall not incur any liability for relying, upon the representation and warranty of the Borrower deemed made pursuant to Section 4.03. Each Lender further acknowledges and agrees that its obligation to acquire participations in Swingline Loans pursuant to this paragraph is absolute and unconditional and shall not be affected by any circumstance whatsoever, including the occurrence and continuance of a Default or any reduction or termination of the Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever. Each Lender shall comply with its obligation under this paragraph by wire transfer of immediately available funds, in the same manner as provided in Section 2.06 with respect to Loans made by such Lender (and Section 2.06 shall apply, mutatis mutandis, to the payment obligations of the Lenders pursuant to this paragraph), and the Administrative Agent shall promptly remit to the applicable Swingline Lender the amounts so received by it from the Lenders. The Administrative Agent shall notify the Borrower of any participations in any Swingline Loan acquired pursuant to this paragraph, and thereafter payments in respect of such Swingline Loan shall be made to the Administrative Agent and not to the applicable Swingline Lender. Any amounts received by any Swingline Lender from the Borrower (or other Persons on behalf of the Borrower) in respect of a Swingline Loan after receipt by such Swingline Lender of the proceeds of a sale of participations therein shall be promptly remitted to the Administrative Agent; any such amounts received by the Administrative Agent shall be promptly remitted by the Administrative Agent to the Lenders that shall have made their payments pursuant to this paragraph and to such Swingline Lender, as their interests may appear; provided that any such payment so remitted shall be repaid to such Swingline Lender or to the Administrative Agent, as applicable, if and to the extent such payment is required to be refunded to the Borrower for any reason. The purchase of participations in a Swingline Loan pursuant to this paragraph shall not constitute a Loan and shall not relieve the Borrower of its obligations to repay such Swingline Loan.

(d) From time to time, the Borrower may by notice to the Administrative Agent and the Lenders designate as additional Swingline Lenders one or more Lenders or Affiliates of a Lender or Lenders that agree to serve in such capacity as provided below. The acceptance by a Lender or such Affiliate of any appointment as a Swingline Lender hereunder shall be evidenced by a written agreement among the Borrower, the Administrative Agent and such accepting Lender or Affiliate, which shall set forth the Swingline Commitment of such Lender or Affiliate, and, from and after the effective date of such agreement, (i) such Lender or Affiliate shall have all the rights and obligations of a Swingline Lender under this Agreement and the other Loan Documents and (ii) references herein and in the other Loan Documents to the term "Swingline Lender" shall be deemed to include such Lender or Affiliate in its capacity as a Swingline Lender.

SECTION 2.05. Letters of Credit. (a) General. Subject to the terms and conditions set forth herein, the Borrower, at its option, may request any Issuing Bank or Issuing Banks to issue for the account of the Borrower Letters of Credit denominated in dollars, in form and on terms reasonably acceptable to the Administrative Agent and the applicable Issuing Banks, at any time and from time to time during the Availability Period. In the event of any inconsistency between the terms and conditions of this Agreement and the terms and conditions of any form of letter of credit application or other agreement submitted by the Borrower to, or entered into by the Borrower with, any Issuing Bank relating to any Letter of Credit, the terms and conditions of this Agreement shall control. A Letter of Credit issued by an Issuing Bank will only be of a type approved for issuance hereunder by such Issuing Bank (it being understood and agreed that standby Letters of Credit shall be deemed of the type that is approved), and issuance, amendment, extension and renewal of Letters of Credit shall be subject to its customary policies and procedures for issuance of letters of credit. An Issuing Bank shall not be under any obligation to issue any Letter of Credit if any order, judgment or decree of any Governmental Authority or arbitrator shall by its terms purport to enjoin or restrain such Issuing Bank from issuing such Letter of Credit, or any law, rule, regulation or orders of any Governmental Authority applicable to such Issuing Bank or any request, rule, guideline or directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over such Issuing Bank shall prohibit, or request that such Issuing Bank refrain from, the issuance of letters of credit generally or such Letter of Credit in particular or shall impose upon such Issuing Bank with respect to such Letter of Credit any restriction, reserve or capital requirement (for which such Issuing Bank is not otherwise compensated hereunder) not in effect on the Closing Date, or shall impose upon such Issuing Bank any unreimbursed loss, cost or expense which was not applicable on the Closing Date and which such Issuing Bank in good faith deems material to it.

(b) Notice of Issuance, Amendment, Renewal, Extension; Certain Conditions. To request the issuance of a Letter of Credit (or the amendment, renewal or extension of an outstanding Letter of Credit (other than an automatic renewal permitted under this paragraph)), the Borrower shall hand deliver or facsimile (or transmit by electronic communication, if arrangements for doing so have been approved by the recipient) to an Issuing Bank and the Administrative Agent, no later than the applicable LC Notice Time, (i) a Notice of LC Request requesting the issuance of a Letter of Credit, or identifying the Letter of Credit to be amended, renewed or extended, and specifying the date of issuance, amendment, renewal or extension (which shall be a Business Day), the date on which such Letter of Credit is to expire (which shall comply with paragraph (c) of this Section), the amount of such Letter of Credit, the name and address of the beneficiary thereof and such other information as shall be necessary to prepare, amend, renew or extend such Letter of Credit and (ii) unless otherwise agreed to by the applicable Issuing Bank, a completed and executed letter of credit application on such Issuing Bank's standard form. A Letter of Credit shall be issued, amended, renewed or extended only if (and upon issuance, amendment, renewal or extension of each Letter of Credit the Borrower shall be deemed to represent and warrant that), after giving effect to such issuance, amendment, renewal or extension (i) the aggregate LC Exposure shall not exceed $150,000,000, (ii) the portion of the LC Exposure attributable to Letters of Credit issued by any Issuing Bank shall not exceed the LC Commitment of such Issuing Bank

(unless otherwise agreed by such Issuing Bank), (iii) the Revolving Credit Exposure of any Lender shall not exceed the Commitment of such Lender, (iv) the sum of the Revolving Credit Exposures of all the Lenders shall not exceed the sum of the Commitments of all the Lenders and (v) the sum of the LC Exposure attributable to Letters of Credit expiring after any Existing Maturity Date and the Swingline Exposure attributable to Swingline Loans maturing after such Existing Maturity Date shall not exceed the sum of the Commitments that shall have been extended to a date after the latest expiration date of such Letters of Credit and the latest maturity date of such Swingline Loans. A Letter of Credit shall not be issued or renewed (other than any renewal pursuant to automatic renewal provisions thereof after the date on which the applicable Issuing Bank ceases to have the right to prevent such renewal), or amended to increase the stated amount thereof or extend the expiration date thereof, if the Issuing Bank that is the issuer thereof shall have received written notice from the Required Lenders, the Administrative Agent or the Borrower, at least one Business Day prior to the requested date of issuance, renewal or amendment of the applicable Letter of Credit (or, in the case of an automatic renewal, at least one Business Day prior to the time by which election not to renew must be made by the applicable Issuing Bank), that one or more applicable conditions contained in Section 4.03 shall not be satisfied. Each Issuing Bank shall promptly (and in any event within one Business Day) notify the Administrative Agent of each issuance, amendment, renewal, extension or expiry of, and of each drawing under, each Letter of Credit issued by such Issuing Bank, and shall provide to the Administrative Agent such other information as the Administrative Agent shall reasonably request as to the Letters of Credit issued by such Issuing Bank. Without limiting the foregoing, each Issuing Bank shall deliver a Notice of LC Activity to the Administrative Agent and the Borrower within one Business Day of the issuance, amendment, renewal, extension or expiry of, and of each drawing under, a Letter of Credit issued by such Issuing Bank. Such Notice of LC Activity shall include, to the extent applicable, (A) a copy of the applicable Letter of Credit (or, if applicable, any amendment thereof), (B) information with respect to the stated amount, beneficiary and expiration date of such Letter of Credit and (C) information with respect to the amendment, renewal, extension or expiry of, or drawing under, such Letter of Credit.

(c) Expiration Date. Each Letter of Credit shall expire at or prior to the close of business on the date that is 30 Business Days prior to the Maturity Date.

(d) Participations. By the issuance of a Letter of Credit (or an amendment to a Letter of Credit increasing the amount thereof) and without any further action on the part of the applicable Issuing Bank or the Lenders, the Issuing Bank that is the issuer thereof hereby grants to each Lender, and each Lender hereby acquires from such Issuing Bank, a participation in such Letter of Credit equal to such Lender's Applicable Percentage of the aggregate amount available to be drawn under such Letter of Credit. In consideration and in furtherance of the foregoing, each Lender hereby absolutely and unconditionally agrees to pay to the Administrative Agent, for the account of such Issuing Bank, such Lender's Applicable Percentage of each LC Disbursement made by such Issuing Bank and not reimbursed by the Borrower on the date due as provided in paragraph (e) of this Section, or of any reimbursement payment required to be refunded to the Borrower for any reason. Each Lender acknowledges and agrees that (i) its

obligation to acquire participations pursuant to this paragraph in respect of Letters of Credit is absolute and unconditional and shall not be affected by any circumstance whatsoever, including any amendment, renewal or extension of any Letter of Credit, the occurrence and continuance of a Default or any reduction or termination of the Commitments, or any force majeure or other event that under any rule of law or uniform practices to which any Letter of Credit is subject (including Section 3.14 of ISP 98 or any successor publication of the International Chamber of Commerce) permits a drawing to be made under such Letter of Credit after the expiration thereof or of the Commitments, and (ii) each such payment shall be made without any offset, abatement, withholding or reduction whatsoever. Each Lender further acknowledges and agrees that, in issuing, amending, renewing or extending any Letter of Credit, the applicable Issuing Bank shall be entitled to rely, and shall not incur any liability for relying, upon the representation and warranty of the Borrower deemed made pursuant to Section 2.05(b) or 4.03.

(e) Reimbursement. If an Issuing Bank shall make any LC Disbursement in respect of a Letter of Credit, the Borrower shall reimburse such LC Disbursement by paying to the Administrative Agent an amount equal to such LC Disbursement not later than 12:00 noon, New York City time, not later than the next Business Day following the date that such LC Disbursement is made, if the Borrower shall have received notice of such LC Disbursement prior to 2:00 p.m., New York City time, on the date such LC Disbursement is made, or, if such notice has not been received by the Borrower prior to such time on such date, then not later than 12:00 noon, New York City time, on the Business Day next following the date on which the Borrower receives such notice by such time; provided that the Borrower may, subject to the conditions to borrowing set forth herein, request in accordance with Section 2.03 or 2.04 that such payment be financed with an ABR Revolving Borrowing or a Swingline Borrowing in an equivalent amount and, to the extent such Issuing Bank shall have received the proceeds thereof as contemplated by Section 2.06(a), the Borrower's obligation to make such payment shall be discharged and replaced by the resulting ABR Revolving Borrowing or Swingline Borrowing. If the Borrower fails to make such payment when due, the Administrative Agent shall notify each Lender of the applicable LC Disbursement, the payment then due from the Borrower in respect thereof and such Lender's Applicable Percentage thereof. Promptly following receipt of such notice, each Lender shall pay to the Administrative Agent its Applicable Percentage of the payment then due from the Borrower, in the same manner as provided in Section 2.06 with respect to Loans made by such Lender (and Section 2.06 shall apply, mutatis mutandis, to the payment obligations of the Lenders pursuant to this paragraph), and the Administrative Agent shall promptly pay to the applicable Issuing Bank the amounts so received by it from the Lenders. Promptly following receipt by the Administrative Agent of any payment from the Borrower pursuant to this paragraph, the Administrative Agent shall distribute such payment to the applicable Issuing Bank or, to the extent that Lenders have made payments pursuant to this paragraph to reimburse such Issuing Bank, then to such Lenders and such Issuing Bank as their interests may appear. Any payment made by a Lender pursuant to this paragraph to reimburse any Issuing Bank for any LC Disbursement (other than the funding of ABR Revolving Loans or a Swingline Loan as contemplated above) shall not constitute a Loan and shall not relieve the Borrower of its obligation to reimburse such LC Disbursement.

(f) Obligations Absolute. The Borrower's obligation to reimburse LC Disbursements as provided in paragraph (e) of this Section shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever and irrespective of (i) any lack of validity or enforceability of any Letter of Credit or this Agreement, or any term or provision therein, (ii) any draft or other document presented under a Letter of Credit proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect, (iii) payment by an Issuing Bank under a Letter of Credit against presentation of a draft or other document that does not comply with the terms of such Letter of Credit, (iv) any force majeure or other event that under any rule of law or uniform practices to which any Letter of Credit is subject (including Section 3.14 of ISP 98 or any successor publication of the International Chamber of Commerce) permits a drawing to be made under such Letter of Credit after the stated expiration date thereof or of the Commitments or (v) any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this Section, constitute a legal or equitable discharge of, or provide a right of setoff against, the Borrower's obligations hereunder. None of the Administrative Agent, the Lenders or the Issuing Banks, or any of their Related Parties, shall have any liability or responsibility by reason of or in connection with the issuance or transfer of any Letter of Credit or any payment or failure to make any payment thereunder (irrespective of any of the circumstances referred to in the preceding sentence), or any error, omission, interruption, loss or delay in transmission or delivery of any draft, notice or other communication under or relating to any Letter of Credit (including any document required to make a drawing thereunder), any error in interpretation of technical terms or any consequence arising from causes beyond the control of the Issuing Banks; provided that the foregoing shall not be construed to excuse any Issuing Bank from liability to the Borrower to the extent of any direct damages (as opposed to special, indirect, consequential or punitive damages, claims in respect of which are hereby waived by the Borrower to the extent permitted by applicable law) suffered by the Borrower that are caused by such Issuing Bank's failure to exercise care when determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof. The parties hereto expressly agree that, except in the case of gross negligence or willful misconduct on the part of an Issuing Bank (as determined by a court of competent jurisdiction in a final and non-appealable judgment), such Issuing Bank shall be deemed to have exercised care in each such determination. In furtherance of the foregoing and without limiting the generality thereof, the parties agree that, with respect to documents presented which appear on their face to be in substantial compliance with the terms of a Letter of Credit, an Issuing Bank may, in its sole discretion, either accept and make payment upon such documents without responsibility for further investigation, regardless of any notice or information to the contrary, or refuse to accept and make payment upon such documents if such documents are not in strict compliance with the terms of such Letter of Credit.

(g) Disbursement Procedures. Each Issuing Bank shall, promptly following its receipt thereof, examine all documents purporting to represent a demand for payment under a Letter of Credit. Each Issuing Bank shall promptly notify the Administrative Agent and the Borrower by telephone (confirmed in writing) of such demand for payment and whether such Issuing Bank has made or will make an LC

Disbursement thereunder; provided that any failure to give or delay in giving such notice shall not relieve the Borrower of its obligation to reimburse such Issuing Bank and the Lenders with respect to any such LC Disbursement.

(h) Interim Interest. If an Issuing Bank shall make any LC Disbursement, then, unless the Borrower shall reimburse such LC Disbursement in full on the date such LC Disbursement is made, the unpaid amount thereof shall bear interest, for each day from and including the date such LC Disbursement is made to but excluding the date that the Borrower reimburses such LC Disbursement, at the rate per annum then applicable to ABR Revolving Loans; provided that, if the Borrower fails to reimburse such LC Disbursement when due pursuant to paragraph (e) of this Section, then Section 2.12(d) shall apply. Interest accrued pursuant to this paragraph shall be for the account of the applicable Issuing Bank, except that interest accrued on and after the date of payment by any Lender pursuant to paragraph (e) of this Section to reimburse the Issuing Bank shall be for the account of such Lender to the extent of such payment, and shall be payable on demand or, if no demand has been made, on the date on which the Borrower reimburses the applicable LC Disbursement in full.

(i) Replacement of Issuing Banks. Any Issuing Bank may be replaced at any time by written agreement among the Borrower, the Administrative Agent and the successor Issuing Bank, and consented to by the replaced Issuing Bank (such agreements and consent not to be unreasonably delayed or withheld), which agreement shall set forth the LC Commitment of the successor Issuing Bank. The Administrative Agent shall notify the Lenders of any such replacement of an Issuing Bank. At the time any such replacement shall become effective, the Borrower shall pay all unpaid fees accrued for the account of the replaced Issuing Bank pursuant to Section 2.11(b). From and after the effective date of any such replacement, (i) the successor Issuing Bank shall have all the rights and obligations of the replaced Issuing Bank under this Agreement and the other Loan Documents and (ii) references herein and in the other Loan Documents to the term “Issuing Bank” shall be deemed to refer to such successor or to any previous Issuing Bank, or to such successor and all previous Issuing Banks, as the context shall require. After the replacement of an Issuing Bank hereunder, the replaced Issuing Bank shall, unless otherwise provided in such written agreement, remain a party hereto and shall continue to have all the rights and, if any Letters of Credit issued by it shall continue to be outstanding, the obligations of an Issuing Bank under this Agreement with respect to Letters of Credit issued by it prior to such replacement, but shall not be required to issue additional Letters of Credit.

(j) Cash Collateralization. If any Event of Default shall occur and be continuing, on the Business Day that the Borrower receives notice from the Administrative Agent or the Required Lenders (or, if the maturity of the Loans has been accelerated, Lenders with LC Exposures representing greater than 50% of the total LC Exposure) demanding the deposit of cash collateral pursuant to this paragraph, the Borrower shall deposit in an account with the Administrative Agent, in the name of the Administrative Agent and for the benefit of the Lenders, an amount in cash equal to the LC Exposure as of such date plus any accrued and unpaid interest thereon; provided that the obligation to deposit such cash collateral shall become effective immediately, and

such deposit shall become immediately due and payable, without demand or other notice of any kind, upon the occurrence of any Event of Default with respect to the Borrower described in clause (g) or (h) of Article VII. The Borrower also shall deposit cash collateral in accordance with this paragraph as and to the extent required by Section 2.19. Each such deposit shall be held by the Administrative Agent as collateral for the payment and performance of the obligations of the Borrower under this Agreement. The Administrative Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over such account. Other than any interest earned on the investment of such deposits, which investments shall be made at the option and sole discretion of the Administrative Agent and at the Borrower's risk and expense, such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in such account. Moneys in such account shall, notwithstanding anything to the contrary in the Security Documents, be applied by the Administrative Agent to reimburse any Issuing Bank for LC Disbursements for which it has not been reimbursed and, to the extent not so applied, shall be held for the satisfaction of the reimbursement obligations of the Borrower for the LC Exposure at such time or, if the maturity of the Loans has been accelerated (but subject to (i) the consent of Lenders with LC Exposures representing greater than 50% of the total LC Exposure and (ii) in the case of any such application at a time when any Lender is a Defaulting Lender (but only if, after giving effect thereto, the remaining cash collateral shall be less than the aggregate LC Exposure of all the Defaulting Lenders), the consent of each Issuing Bank), be applied to satisfy other obligations of the Borrower under this Agreement. If the Borrower is required to provide an amount of cash collateral hereunder as a result of the occurrence of an Event of Default, such amount (to the extent not applied as aforesaid) shall be returned to the Borrower within three Business Days after all Events of Default have been cured or waived. If the Borrower is required to provide an amount of cash collateral hereunder pursuant to Section 2.19, such amount (to the extent not applied as aforesaid) shall be returned to the Borrower as promptly as practicable to the extent that, after giving effect to such return, no Issuing Bank shall have any exposure in respect of any outstanding Letter of Credit that is not fully covered by the Commitments of the Non-Defaulting Lenders and/or the remaining cash collateral and no Event of Default shall have occurred and be continuing.

(k) Designation of Additional Issuing Banks. From time to time, the Borrower may by notice to the Administrative Agent and the Lenders designate as additional Issuing Banks one or more Lenders (or any Affiliate of any such Lender as agreed between such Lender and the Borrower) that agree to serve in such capacity as provided below. The acceptance by a Lender or such Lender's Affiliate of any appointment as an Issuing Bank hereunder shall be evidenced by a written agreement among the Borrower, the Administrative Agent and such accepting Lender or its Affiliate, as the case may be, which shall set forth the LC Commitment of such Lender or its Affiliate, as the case may be, and, from and after the effective date of such agreement, (i) such Lender shall have all the rights and obligations of an Issuing Bank under this Agreement and the other Loan Documents and (ii) references herein and in the other Loan Documents to the term "Issuing Bank" shall be deemed to include such Lender or its Affiliate in its capacity as an Issuing Bank.

(l) LC Exposure Determination. For all purposes of this Agreement, the amount of a Letter of Credit that, by its terms or the terms of any document related thereto, provides for one or more automatic increases in the stated amount thereof shall be deemed to be the maximum stated amount of such Letter of Credit after giving effect to all such increases (other than any such increase consisting of the reinstatement of an amount previously drawn thereunder and reimbursed), whether or not such maximum stated amount is in effect at the time of determination.

SECTION 2.06. Funding of Borrowings. (a) Each Lender shall make each Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds to the account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders, such transfers to be made by (i) 12:00 p.m., New York City time, in the case of Eurodollar Borrowings and (ii) 3:00 p.m., New York City time, in the case of ABR Borrowings, in each case on the date such Loan is made; provided that Swingline Loans shall be made as provided in Section 2.04. The Administrative Agent will make such amounts available to the Borrower by promptly crediting the amounts so received, in like funds, to an account of the Borrower designated by the Borrower in the applicable Borrowing Request; provided that ABR Revolving Loans made to refinance the reimbursement of an LC Disbursement as provided in Section 2.05(e) shall be remitted by the Administrative Agent to the applicable Issuing Bank.

(b) Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with paragraph (a) of this Section and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (i) in the case of such Lender, the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation or (ii) in the case of the Borrower, the interest rate applicable to ABR Revolving Loans. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in such Borrowing.

SECTION 2.07. Interest Elections. (a) Each Revolving Borrowing initially shall be of the Type specified in the applicable Borrowing Request and, in the case of a Eurodollar Revolving Borrowing, shall have an initial Interest Period as specified in such Borrowing Request or as otherwise provided in Section 2.03. Thereafter, the Borrower may elect to convert such Borrowing to a different Type or to continue such Borrowing and, in the case of a Eurodollar Revolving Borrowing, may elect Interest Periods therefor, all as provided in this Section. The Borrower may elect different options with respect to different portions of the affected Borrowing, in which

case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing. This Section shall not apply to Swingline Borrowings, which may not be converted or continued.

(b) To make an election pursuant to this Section, the Borrower shall notify the Administrative Agent of such election by telephone by the time that a Borrowing Request would be required under Section 2.03 if the Borrower were requesting a Revolving Borrowing of the Type resulting from such election to be made on the effective date of such election. Each such telephonic Interest Election Request shall be irrevocable and shall be confirmed promptly by delivery to the Administrative Agent of a written Interest Election Request in a form approved by the Administrative Agent and signed by the Borrower.

(c) Each telephonic and written Interest Election Request shall specify the following information in compliance with Section 2.02:

(i) the Borrowing to which such Interest Election Request applies and, if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to clauses (iii) and (iv) below shall be specified for each resulting Borrowing);

(ii) the effective date of the election made pursuant to such Interest Election Request, which shall be a Business Day;

(iii) whether the resulting Borrowing is to be an ABR Borrowing or a Eurodollar Borrowing; and

(iv) if the resulting Borrowing is a Eurodollar Borrowing, the Interest Period to be applicable thereto after giving effect to such election, which shall be a period contemplated by the definition of the term “Interest Period”.

If any such Interest Election Request requests a Eurodollar Borrowing but does not specify an Interest Period, then the Borrower shall be deemed to have selected an Interest Period of seven days (if generally available) or otherwise of one month’s duration.

(d) Promptly following receipt of an Interest Election Request, the Administrative Agent shall advise each Lender of the details thereof and of such Lender’s portion of each resulting Borrowing.

(e) If the Borrower fails to deliver a timely Interest Election Request with respect to a Eurodollar Revolving Borrowing prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing shall be converted to an ABR Revolving Borrowing. Notwithstanding any contrary provision hereof, if an Event of Default has occurred and is continuing and the Administrative Agent, at the request of the Required Lenders, so notifies the Borrower, then, so long as an Event of Default is continuing (i) no

outstanding Revolving Borrowing may be converted to or continued as a Eurodollar Borrowing and (ii) unless repaid, each Eurodollar Revolving Borrowing shall be converted to an ABR Revolving Borrowing at the end of the Interest Period applicable thereto.

SECTION 2.08. Termination, Reduction, Extension and Increase of Commitments. (a) Unless previously terminated, the Commitments, the LC Commitments and the Swingline Commitments shall terminate on the Maturity Date.

(b) The Borrower may at any time terminate, or from time to time reduce, the aggregate amount of the Commitments; provided that (i) each reduction of the Commitments shall be in an amount that is an integral multiple of $1,000,000 and not less than $10,000,000 and (ii) the Borrower shall not terminate or reduce the Commitments if, after giving effect to any concurrent prepayment of the Loans in accordance with Section 2.10, (A) the Revolving Credit Exposure of any Lender would exceed its Commitment or (B) the sum of the Revolving Credit Exposures of all the Lenders would exceed the total Commitments.

(c) The Borrower shall notify the Administrative Agent of any election to terminate or reduce the Commitments under paragraph (b) of this Section at least three Business Days prior to the effective date of such termination or reduction, specifying such election and the effective date thereof. Promptly following receipt of any notice, the Administrative Agent shall advise the Lenders of the contents thereof. Each notice delivered by the Borrower pursuant to this Section shall be irrevocable; provided that a notice of termination of the Commitments delivered by the Borrower may state that such notice is conditioned upon the effectiveness of other credit facilities, in which case such notice may be revoked by the Borrower (by notice to the Administrative Agent on or prior to the specified effective date), if such condition is not satisfied. Any termination or reduction of the Commitments shall be permanent. Each reduction of the Commitments shall be made ratably among the Lenders based on their respective Commitments.

(d) The Borrower may, by notice to the Administrative Agent (which shall promptly deliver a copy to each of the Lenders) given not less than 30 days prior to the Maturity Date at any time in effect (but not more than once in any calendar year), request that the Lenders extend the Maturity Date for an additional one-year period (a "Maturity Extension Request"); provided that there shall not be more than two extensions of the Maturity Date under this paragraph during the term of this Agreement; provided further that after giving effect to any such extension, the Maturity Date shall be no later than the date that is four years after the effective date of such extension. Each Lender shall, by notice to the Borrower and the Administrative Agent given not later than the 20th day after the date of the Administrative Agent's receipt of the Borrower's Maturity Extension Request, advise the Borrower whether or not it agrees to the requested extension (each Lender agreeing to a requested extension being called a "Consenting Lender" and each Lender declining to agree to a requested extension being called a "Declining Lender"). Any Lender that has not so advised the Borrower and the Administrative Agent by such day shall be deemed to have declined to agree to such extension and shall be a Declining Lender. If Lenders constituting the Required Lenders

shall have agreed to a Maturity Extension Request, then the Maturity Date shall, as to the Consenting Lenders, be extended by one year to the anniversary of the Maturity Date theretofore in effect. The decision to agree or withhold agreement to any Maturity Extension Request shall be at the sole discretion of each Lender. The Commitment of each Declining Lender shall terminate on the Maturity Date in effect prior to giving effect to any such extension (such Maturity Date being called the "Existing Maturity Date"). The principal amount of any outstanding Loans made by Declining Lenders, together with any accrued interest thereon and any accrued fees and other amounts payable to or for the account of such Declining Lenders hereunder, shall be due and payable on the Existing Maturity Date, and on the Existing Maturity Date the Borrower shall also make such other prepayments of their respective Loans pursuant to Section 2.10 as shall be required in order that, after giving effect to the termination of the Commitments of, and all payments to, Declining Lenders pursuant to this sentence, (i) no Lender's Revolving Credit Exposure shall exceed such Lender's Commitment and (ii) the sum of the Revolving Credit Exposures of all the Lenders shall not exceed the sum of the Commitments of all the Lenders. Notwithstanding the foregoing, (i) no extension of the Maturity Date pursuant to this paragraph shall become effective unless the Administrative Agent shall have received documents consistent with those delivered under Sections 4.02(b) through 4.02(d), giving effect to such extension, and (ii) the Maturity Date and the Availability Period, as such terms are used in reference to any Issuing Bank or any Letter of Credit issued by such Issuing Bank or in reference to any Swingline Lender or any Swingline Loans, may not be extended with respect to any Issuing Bank or any Swingline Lender without the prior written consent of such Issuing Bank or such Swingline Lender, as applicable (it being understood and agreed that, in the event any Issuing Bank or any Swingline Lender, as applicable, shall not have consented to any such extension, (A) such Issuing Bank shall continue to have all the rights and obligations of an Issuing Bank hereunder, and such Swingline Lender shall continue to have all the rights and obligations of a Swingline Lender hereunder, in each case through the applicable Existing Maturity Date (or the Availability Period determined on the basis thereof, as applicable), and thereafter shall have no obligation to issue, amend, extend or renew any Letter of Credit or to make any Swingline Loan, as applicable (but shall continue to be entitled to the benefits of Sections 2.04, 2.05, 2.14, 2.16, 9.03 and 9.09 as to Letters of Credit issued or Swingline Loans made prior to such time), and (B) the Borrower shall cause the LC Exposure attributable to Letters of Credit issued by such Issuing Bank to be zero no later than the day on which such LC Exposure would have been required to have been reduced to zero in accordance with the terms hereof without giving effect to the effectiveness of the extension of the applicable Existing Maturity Date pursuant to this paragraph (and, in any event, no later than such Existing Maturity Date) and shall repay the principal amount of all outstanding Swingline Loans, together with any accrued interest thereon, on the Existing Maturity Date).

(e) The Borrower may on one or more occasions, by written notice to the Administrative Agent, executed by the Borrower and one or more Persons that are Eligible Assignees (any such Persons being called an "Increasing Lender"), which may include any Lender, cause new Commitments to be extended by the Increasing Lenders or cause the existing Commitments of the Increasing Lenders to be increased, as the case may be (any such extension or increase, a "Commitment Increase"), in an amount for

each Increasing Lender set forth in such notice; provided that (i) the aggregate amount of all Commitment Increases effected pursuant to this paragraph shall not exceed $100,000,000, (ii) each Increasing Lender, if not already a Lender hereunder, shall be subject to the approval of the Administrative Agent, each Issuing Bank and each Swingline Lender (which in each case shall not be unreasonably withheld or delayed), (iii) each Increasing Lender and the Borrower shall execute and deliver such incremental commitment agreement and such other documentation as the Administrative Agent shall specify to evidence such Commitment Increase and such Lender's Commitment and/or its status as a Lender hereunder and (iv) no Lender shall be required to participate in any Commitment Increase. On the effective date (the "Increase Effective Date") of any Commitment Increase, (i) the aggregate principal amount of the Revolving Loans outstanding (the "Outstanding Loans") immediately prior to giving effect to such Commitment Increase on the Increase Effective Date shall be deemed to be paid; (ii) each Increasing Lender that shall have been a Lender prior to such Commitment Increase shall pay to the Administrative Agent in same day funds an amount equal to the difference between (A) the product of (1) such Lender's Applicable Percentage (calculated after giving effect to such Commitment Increase) multiplied by (2) the amount of the Subsequent Borrowings (as hereinafter defined) and (B) the product of (1) such Lender's Applicable Percentage (calculated without giving effect to such Commitment Increase) multiplied by (2) the amount of the Outstanding Loans; (iii) each Increasing Lender that shall not have been a Lender prior to such Commitment Increase shall pay to the Administrative Agent in same day funds an amount equal to the product of (A) such Increasing Lender's Applicable Percentage (calculated after giving effect to such Commitment Increase) multiplied by (B) the amount of the Subsequent Borrowings; (iv) after the Administrative Agent receives the funds specified in clauses (ii) and (iii) above, the Administrative Agent shall pay to each Non-Increasing Lender the portion of such funds that is equal to the difference between (A) the product of (1) such Non-Increasing Lender's Applicable Percentage (calculated without giving effect to such Commitment Increase) multiplied by (2) the amount of the Outstanding Loans, and (B) the product of (1) such Non-Increasing Lender's Applicable Percentage (calculated after giving effect to such Commitment Increase) multiplied by (2) the amount of the Subsequent Borrowings; (v) after the effectiveness of such Commitment Increase, the Borrower shall be deemed to have made new Borrowings (the "Subsequent Borrowings") in an aggregate principal amount equal to the aggregate principal amount of the Outstanding Loans of the Types and for the Interest Periods specified in a borrowing request delivered in accordance with Section 2.03; (vi) each Non-Increasing Lender and each Increasing Lender shall be deemed to hold its Applicable Percentage of each Subsequent Borrowing (each calculated after giving effect to such Commitment Increase); and (vii) the Borrower shall pay to each Increasing Lender and each Non-Increasing Lender any and all accrued but unpaid interest on the Outstanding Loans. The deemed payments made pursuant to clause (i) above in respect of each Eurodollar Revolving Loan shall be subject to indemnification by the Borrower pursuant to the provisions of Section 2.15 if the Increase Effective Date occurs other than on the last day of the Interest Period relating thereto. Notwithstanding the foregoing, no increase in the aggregate Commitments (or in the Commitment of any Lender) or addition of a new Lender shall become effective under this paragraph unless, (i) on the Increase Effective Date, the conditions set forth in paragraphs (a) and (b) of

Section 4.03 shall be satisfied (with all references in such paragraphs to a Credit Event being deemed to be references to such increase or addition) and (ii) the Administrative Agent shall have received documents consistent with those delivered under Sections 4.02(b) through 4.02(d), giving effect to such increase or addition.

SECTION 2.09. Repayment of Loans; Evidence of Debt. (a) The Borrower hereby unconditionally promises to pay (i) to the Administrative Agent for the account of each Lender the then unpaid principal amount of each Revolving Loan made to the Borrower on the Maturity Date applicable to such Revolving Loan and (ii) to each Swingline Lender the then unpaid principal amount of each Swingline Loan made by such Swingline Lender on the earlier of the Maturity Date and the date that is the seventh day after such Swingline Loan is made; provided that on each date that a Revolving Borrowing is made, the Borrower shall repay all Swingline Loans then outstanding and the proceeds of any such Borrowing shall be applied by the Administrative Agent to prepay all Swingline Loans then outstanding on a pro rata basis.

(b) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrower to such Lender resulting from each Loan made by such Lender to the Borrower, including the amounts of principal and interest payable and paid to such Lender by the Borrower from time to time hereunder.

(c) The Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Loan made to the Borrower hereunder, the Class and Type thereof and the Interest Period applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

(d) The entries made in the accounts maintained pursuant to paragraph (b) or (c) of this Section shall, absent manifest error, be prima facie evidence of the existence and amounts of the obligations recorded therein; provided that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrower to repay the Loans in accordance with the terms of this Agreement.

(e) Any Lender may request that Loans made by it be evidenced by a promissory note. In such event, the Borrower shall prepare, execute and deliver to such Lender a nonnegotiable promissory note substantially in the form attached as Exhibit F (a "Note") payable to such Lender (or, if requested by such Lender, to such Lender and its permitted registered assigns). Thereafter, the Loans evidenced by such Notes and interest thereon shall at all times (including after assignment pursuant to Section 9.04) be represented by one or more Notes payable to the payee named therein (or, if such Note is a registered Note, to such payee and its permitted registered assigns).

SECTION 2.10. Prepayment of Loans. (a) The Borrower shall have the right at any time and from time to time to prepay any Borrowing made by it in whole or

in part, subject to prior notice in accordance with paragraph (b) of this Section; provided that each partial prepayment shall be in an amount that is an integral multiple of $1,000,000 and not less than $1,000,000.

(b) The Borrower shall notify the Administrative Agent (and, in the case of a prepayment of a Swingline Borrowing, each applicable Swingline Lender) by telephone (confirmed in writing) of any prepayment hereunder (i) in the case of prepayment of a Eurodollar Revolving Borrowing, not later than 1:00 p.m., New York City time, three Business Days before the date of prepayment, (ii) in the case of prepayment of an ABR Revolving Borrowing, not later than 2:30 p.m., New York City time, one Business Day before the date of prepayment or (iii) in the case of prepayment of a Swingline Borrowing, not later than 1:00 p.m., New York City time, on the date of prepayment. Each such notice shall be irrevocable and shall specify the prepayment date and the principal amount of each Borrowing or portion thereof to be prepaid; provided that, if a notice of prepayment is given in connection with a conditional notice of termination of the Commitments as contemplated by Section 2.08, then such notice of prepayment may be revoked if such notice of termination is revoked in accordance with Section 2.08. Promptly following receipt of any such notice relating to a Revolving Borrowing, the Administrative Agent shall advise the Lenders of the contents thereof. Each partial prepayment of any Borrowing shall be in an amount that would be permitted in the case of an advance of a Borrowing of the same Class and Type as provided in Section 2.02. Each prepayment of a Borrowing shall be applied ratably to the Loans included in the prepaid Borrowing. Prepayments shall be accompanied by accrued interest to the extent required by Section 2.12.

SECTION 2.11. Fees. (a) The Borrower agrees to pay to the Administrative Agent for the account of each Lender a facility fee (a "Facility Fee"), which shall accrue at the Applicable Rate on the daily amount of the Commitment of such Lender (whether used or unused) during the period from and including the Availability Date to but excluding the date on which such Commitment terminates; provided that, if such Lender continues to have any Revolving Credit Exposure after its Commitment terminates, then such Facility Fee shall continue to accrue on the daily amount of such Lender's Revolving Credit Exposure from and including the date on which its Commitment terminates to but excluding the date on which such Lender ceases to have any Revolving Credit Exposure. Accrued Facility Fees shall be payable in arrears on the last day of March, June, September and December of each year and on the date on which the Commitments terminate, commencing on the first such date to occur after the date hereof; provided that any Facility Fees accruing after the date on which the Commitments terminate shall be payable on demand. All Facility Fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(b) The Borrower agrees to pay to the Administrative Agent (i) for the account of each Lender a participation fee with respect to its participations in Letters of Credit (an "LC Participation Fee"), which shall accrue at the Applicable Rate used to determine interest on Eurodollar Revolving Loans on the daily amount of such Lender's LC Exposure (excluding any portion thereof attributable to unreimbursed LC

Disbursements) during the period from and including the Availability Date but excluding the later of the date on which such Lender's Commitment terminates and the date on which such Lender ceases to have any LC Exposure, and (ii) for the account of each Issuing Bank, a fronting fee (a "Fronting Fee"), which shall accrue at a rate equal to 0.15% per annum (or, with respect to any Issuing Bank, such lesser amount as may be agreed between such Issuing Bank and the Borrower) and be payable on the aggregate face amount outstanding of the LC Exposure attributable to Letters of Credit issued by such Issuing Bank (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period from and including the Availability Date to but excluding the later of the date of termination of the Commitments and the date on which there ceases to be any LC Exposure, as well as such Issuing Bank's standard fees with respect to the issuance, amendment, renewal or extension of any Letter of Credit or processing of drawings thereunder. LC Participation Fees and Fronting Fees accrued through and including the last day of March, June, September and December of each year shall be payable on the 15th day of the month following such last day (or, if such 15th day is not a Business Day, on the next succeeding Business Day), commencing on the first such date to occur after the date hereof; provided that all such fees shall be payable on the date on which the Commitments terminate and any such fees accruing after the date on which the Commitments terminate shall be payable on demand. Any other fees payable to an Issuing Bank pursuant to this paragraph shall be payable within 10 days after demand. All LC Participation Fees and Fronting Fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(c) The Borrower agrees to pay to the Administrative Agent and each of the Lenders, for their own accounts, fees payable in the amounts and at the times separately agreed upon between the Borrower and such other parties.

(d) All fees payable hereunder shall be paid on the dates due, in immediately available funds, to the Administrative Agent (or to an Issuing Bank, in the case of fees payable to it) for distribution, in the case of Facility Fees and LC Participation Fees, to the Lenders. Absent manifest error, fees paid shall not be refundable under any circumstances.

(e) Within 10 days after the end of each fiscal quarter of the Borrower (commencing with the first fiscal quarter ending after the Availability Date), the Administrative Agent shall deliver to the Borrower a schedule (i) stating the aggregate amount of LC Participation Fees due and payable with respect to such fiscal quarter and (ii) stating the aggregate amount of Fronting Fees due and payable to each Issuing Bank with respect to such fiscal quarter. Promptly after receipt of each such schedule, (x) the Borrower shall compare such amounts with its own calculations of the LC Participation Fees and Fronting Fees due and payable with respect to such fiscal quarter and (y) the Administrative Agent and the Borrower shall discuss the amounts set forth in each such schedule and shall, subject to the next sentence, agree on the amount of such fees to be paid by the Borrower for such fiscal quarter. Neither the failure of the Administrative Agent to deliver any such schedule, nor the inaccuracy of any such schedule, shall relieve the Borrower of its obligations to pay such fees hereunder. In the event the Borrower

pays any such fees based on any such schedule or any such agreement by the Administrative Agent and the Borrower and the amount so paid by the Borrower is insufficient to satisfy its actual payment obligations under paragraphs (a) and (b) of this Section, then the Borrower shall remain liable for any such deficiency and the Borrower shall pay to the Administrative Agent (for its account, the account of the applicable Issuing Banks and/or the account of the Lenders, as applicable) the amount of any such deficiency within two Business Days of demand therefor.

SECTION 2.12. Interest. (a) The Loans comprising each ABR Revolving Borrowing shall bear interest at a rate per annum equal to the Alternate Base Rate plus the Applicable Rate.

(b) The Loans comprising each Eurodollar Revolving Borrowing shall bear interest at a rate per annum equal to the Adjusted LIBO Rate for the Interest Period in effect for such Borrowing plus the Applicable Rate.

(c) Each Swingline Loan shall bear interest, for any day, at a rate per annum equal to the Swingline Benchmark Rate for such day plus (i) if such Swingline Benchmark Rate is determined by reference to clause (a) of the definition of such term, then the Applicable Rate applicable to Eurodollar Revolving Loans and (ii) if such Swingline Benchmark Rate is determined by reference to clause (b) of the definition of such term, then the Applicable Rate applicable to ABR Revolving Loans; provided that if any Swingline Lender shall have provided any notice pursuant to Section 2.04(c), then from and after the date of such notice (and until the Lenders shall hold no participations in any Swingline Loans) each Swingline Loan shall bear interest at a rate per annum equal to the Alternate Base Rate plus the Applicable Rate applicable to ABR Revolving Loans.

(d) Notwithstanding the foregoing, if any principal of or interest on any Loan or any fee or other amount payable by the Borrower hereunder is not paid when due, whether at stated maturity, upon acceleration or otherwise, such overdue amount shall bear interest, after as well as before judgment, at a rate per annum equal to (i) in the case of overdue principal of any Loan, 2% per annum plus the rate otherwise applicable to such Loan as provided above or (ii) in the case of any other amount, 2% per annum plus the rate applicable to ABR Revolving Loans as provided above.

(e) Accrued interest on each Loan shall be payable in arrears on each Interest Payment Date for such Loan; provided that (i) interest accrued pursuant to paragraph (d) of this Section shall be payable on demand, (ii) in the event of any repayment or prepayment of any Loan (other than a prepayment of an ABR Revolving Loan prior to the end of the Availability Period), accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment, (iii) in the event of any conversion of any Eurodollar Revolving Loan prior to the end of the current Interest Period therefor, accrued interest on such Loan shall be payable on the effective date of such conversion and (iv) all accrued interest shall be payable upon termination of the Commitments.

(f) All interest hereunder shall be computed on the basis of a year of 360 days, except that interest computed by reference to the Alternate Base Rate at times when the Alternate Base Rate is based on the Prime Rate shall be computed on the basis of a year of 365 days (or 366 days in a leap year), and shall be payable for the actual number of days elapsed (including the first day but excluding the last day). The applicable Alternate Base Rate, Adjusted LIBO Rate, LIBO Rate or Swingline Benchmark Rate shall be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error.

SECTION 2.13. Alternate Rate of Interest. If prior to the commencement of any Interest Period for a Eurodollar Borrowing:

(a) the Administrative Agent determines (which determination shall be conclusive absent manifest error) that adequate and reasonable means do not exist for ascertaining the Adjusted LIBO Rate for such Interest Period; or

(b) the Administrative Agent is advised by the Required Lenders that because of a change in circumstances affecting the eurodollar market generally the Adjusted LIBO Rate for such Interest Period will not adequately and fairly reflect the cost to such Lenders of making, continuing, converting or maintaining their Loans included in such Borrowing for such Interest Period;

then the Administrative Agent shall give notice (which may be telephonic) thereof to the Borrower and the Lenders as promptly as practicable thereafter and, until the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist, (i) any Interest Election Request that requests the conversion of any Revolving Borrowing to, or continuation of any Revolving Borrowing as, a Eurodollar Borrowing shall be ineffective and (ii) if any Borrowing Request requests a Eurodollar Revolving Borrowing, such Borrowing shall be made as an ABR Revolving Borrowing.

SECTION 2.14. Increased Costs. (a) If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit or similar requirement (including any compulsory loan requirement or insurance charge) against assets of, deposits with or for the account of, or credit extended by, any Lender (except any such reserve requirement reflected in the Adjusted LIBO Rate) or any Issuing Bank; or

(ii) impose on any Lender or any Issuing Bank or the London interbank market any other condition, cost or expense (other than Taxes) affecting this Agreement or Loans made by such Lender or any Letter of Credit or participations therein; or

(iii) subject any Lender or any Issuing Bank or the Administrative Agent to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (e) of the definition of the term “Excluded Taxes” and (C) Connection Income Taxes) on its loans, loan principal, letters of credit, commitments or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto;

and the result of any of the foregoing shall be to increase the cost to such Lender, such Issuing Bank or the Administrative Agent of making, converting to, continuing or maintaining any Loan (or of maintaining its obligation to make any such Loan) or to increase the cost of such Lender, such Issuing Bank or the Administrative Agent of participating in, issuing or maintaining any Letter of Credit (or of maintaining its obligation to participate in or issue any Letter of Credit), or to reduce the amount of any sum received or receivable by such Lender, such Issuing Bank or the Administrative Agent hereunder (whether of principal, interest or otherwise), then the Borrower will pay to such Lender, such Issuing Bank or the Administrative Agent, as the case may be, such additional amount or amounts as will compensate such Lender, such Issuing Bank or the Administrative Agent, as the case may be, for such additional costs or expense incurred or reduction suffered.

(b) If any Lender or Issuing Bank determines that any Change in Law regarding capital or liquidity requirements has had or would have the effect of reducing the rate of return on such Lender's or Issuing Bank's capital or on the capital of such Lender's or such Issuing Bank's holding company, if any, as a consequence of this Agreement, the Commitments, the Swingline Commitment or the Loans made by, or participations in Letters of Credit or Swingline Loans held by, such Lender, or the LC Commitment of or the Letters of Credit issued by such Issuing Bank, to a level below that which such Lender or such Issuing Bank or such Lender's or such Issuing Bank's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or Issuing Bank's policies and the policies of such Lender's or Issuing Bank's holding company with respect to capital adequacy and liquidity), then from time to time the Borrower will pay to such Lender or such Issuing Bank, as the case may be, such additional amount or amounts as will compensate such Lender or such Issuing Bank or such Lender's or Issuing Bank's holding company for any such reduction suffered.

(c) A certificate of a Lender or Issuing Bank setting forth the amount or amounts necessary to compensate such Lender or such Issuing Bank or its holding company, as the case may be, as specified in paragraph (a) or (b) of this Section shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender or such Issuing Bank, as the case may be, the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) Failure or delay on the part of any Lender or any Issuing Bank to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's or such Issuing Bank's right to demand such compensation; provided that the Borrower shall not be required to compensate a Lender or an Issuing Bank pursuant to paragraph (a) or (b) of this Section for any increased costs or reductions incurred more than three months prior to the date that such Lender or such Issuing Bank, as the case may be, notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's or such Issuing Bank's intention to claim compensation therefor; provided further that if the Change in Law giving rise to such increased costs or reductions is retroactive, then the three-month period referred to above shall be extended to include the period of retroactive effect thereof.

SECTION 2.15. Break Funding Payments. In the event of (a) the payment of any principal of any Eurodollar Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default), (b) the conversion of any Eurodollar Loan other than on the last day of the Interest Period applicable thereto, (c) the failure to borrow, convert, continue or prepay any Revolving Loan on the date specified in any notice delivered pursuant hereto (regardless of whether such notice is permitted to be revocable under Section 2.10(b) and is revoked in accordance herewith) or (d) the assignment of any Eurodollar Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the Borrower pursuant to Section 2.18, then, in any such event, the Borrower shall compensate each Lender for the loss, cost and expense attributable to such event. In the case of a Eurodollar Loan, the loss to any Lender attributable to any such event shall be deemed to include an amount determined by such Lender to be equal to the excess, if any, of (i) the amount of interest that such Lender would pay for a deposit equal to the principal amount of such Loan for the period from the date of such payment, conversion, failure or assignment to the last day of the then current Interest Period for such Loan (or, in the case of a failure to borrow, convert or continue, the duration of the Interest Period that would have resulted from such borrowing, conversion or continuation) if the interest rate payable on such deposit were equal to the Adjusted LIBO Rate for such Interest Period, over (ii) the amount of interest that such Lender would earn on such principal amount for such period if such Lender were to invest such principal amount for such period at the interest rate that would be bid by such Lender (or an Affiliate of such Lender) for dollar deposits from other banks in the London interbank market at the commencement of such period. A certificate of any Lender delivered to the Borrower setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

SECTION 2.16. Taxes. (a) Any and all payments by or on account of any obligation of the Borrower hereunder shall be made free and clear of and without deduction for any Indemnified Taxes or Other Taxes; provided that if the Borrower shall be required to deduct any Taxes from such payments, then (i) if such Taxes are Indemnified Taxes or Other Taxes, the sum payable shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section) the Administrative Agent, Lender or Issuing Bank (as the case may be) receives an amount equal to the sum it would have received had no such deductions been made, (ii) the Borrower shall make such deductions and (iii) the Borrower shall pay the full amount deducted to the relevant Governmental Authority in accordance with applicable law.

(b) In addition, the Borrower shall pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law.

(c) The Borrower shall indemnify the Administrative Agent, each Lender and each Issuing Bank, within 10 days after written demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) paid by the Administrative Agent, such Lender or such Issuing Bank, as the case may be, and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender or an Issuing Bank, or by the Administrative Agent on its own behalf or on behalf of a Lender or an Issuing Bank, shall be conclusive absent manifest error.

(d) Each Lender shall severally indemnify the Administrative Agent for any Taxes (but, in the case of any Indemnified Taxes or Other Taxes, only to the extent that the Borrower has not already indemnified the Administrative Agent for such Indemnified Taxes or Other Taxes and without limiting the obligation of the Borrower to do so) attributable to such Lender that are paid or payable by the Administrative Agent in connection with any Loan Document and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. The indemnity under this paragraph shall be paid within 10 days after the Administrative Agent delivers to the applicable Lender a certificate stating the amount of Taxes so paid or payable by the Administrative Agent. Such certificate shall be conclusive of the amount so paid or payable absent manifest error.

(e) As soon as practicable after any payment of Indemnified Taxes or Other Taxes by the Borrower to a Governmental Authority, the Borrower shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(f) (i) In addition to the requirements of clauses (ii) and (iii) below, if applicable, any Lender, if reasonably requested by the Borrower or the Administrative Agent, shall deliver such documentation prescribed by applicable law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in this Section 2.16(f)(i), the completion, execution and submission of such documentation otherwise required by this Section 2.16(f)(i) shall not be required if in the Lender's reasonable judgment, such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Each Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent on or before the date on which it becomes a Lender hereunder (and from time to time thereafter upon the

reasonable request of the Borrower or the Administrative Agent) an applicable IRS Form W-8 (and, to the extent a Foreign Lender is not the beneficial owner, such other certification documents required by applicable law from each beneficial owner, as applicable). Any Foreign Lender that is entitled to an exemption from or reduction of withholding tax under the law of the jurisdiction in which the Borrower is located, or any treaty to which such jurisdiction is a party, with respect to payments under this Agreement shall, upon request of the Borrower or the Administrative Agent, deliver to the Borrower and the Administrative Agent, at the time or times prescribed by applicable law or reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation prescribed by applicable law (including IRS Forms W-8BEN, W-8BEN-E, W-8ECI, or W-8IMY, as applicable, and if such Foreign Lender is relying on the "portfolio interest exemption" for U.S. Federal income tax purposes, a written statement certifying that such Foreign Lender is not (A) a "bank" within the meaning of Section 881(c)(3)(A) of the Code, (B) a "10 percent shareholder" of the Borrower within the meaning of section 881(c)(3)(B) of the Code, (C) a "controlled foreign corporation" described in section 881(c)(3)(C) of the Code, and (D) conducting a trade or business in the United States with which the relevant interest payments are effectively connected) as will permit such payments to be made without withholding or at a reduced rate.

(iii) Each Lender that is a "United States person" (as defined in Section 7701(a)(30) of the Code) shall deliver to the Borrower and the Administrative Agent on or before the date on which it becomes a Lender hereunder (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent) two properly completed and duly signed original copies of IRS Form W-9 (or any successor form) certifying that such Lender is exempt from U.S. Federal backup withholding.

(iv) If a payment made to a Lender under any Loan Document would be subject to U.S. Federal withholding tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Withholding Agent, at the time or times prescribed by law and at such time or times reasonably requested by the Withholding Agent, such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Withholding Agent as may be necessary for the Withholding Agent to comply with its obligations under FATCA, to determine that such Lender has or has not complied with such Lender's obligations under FATCA and, as necessary, to determine the amount to deduct and withhold from such payment. Solely for purposes of this Section 2.16(f)(iii), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(g) If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section (including additional amounts paid pursuant to this Section), it shall pay to

the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including any Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid to such indemnified party pursuant to the previous sentence (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph, in no event will any indemnified party be required to pay any amount to any indemnifying party pursuant to this paragraph if such payment would place such indemnified party in a less favorable position (on a net after-Tax basis) than such indemnified party would have been in if the indemnification payments or additional amounts giving rise to such refund had never been paid. This paragraph shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes which it deems confidential) to the indemnifying party or any other Person.

(h) Each party's obligations under this Section shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document.

(i) For purposes of paragraphs (d) and (f) of this Section, the term "Lender" includes any Issuing Bank.

SECTION 2.17. Payments Generally; Pro Rata Treatment; Sharing of Setoffs. (a) The Borrower shall make each payment required to be made by it hereunder (whether of principal, interest, fees, reimbursement of LC Disbursements or of any amounts under Section 2.14, 2.15 or 2.16, or otherwise) prior to the time expressly required hereunder (or, if no such time is expressly required, prior to 12:00 p.m., New York City time) on the date when due in immediately available funds, without setoff or counterclaim. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to such account of the Administrative Agent as shall be specified by the Administrative Agent, except that payments required to be made directly to any Issuing Bank or any Swingline Lender shall be so made and payments pursuant to Sections 2.14, 2.15, 2.16 and 9.03 shall be made directly to the Persons entitled thereto. The Administrative Agent shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All payments hereunder shall be made in dollars.

(b) If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, unreimbursed LC Disbursements, interest and fees then due hereunder, such funds shall be applied (i) first, to pay interest and fees then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties, and (ii) second, to pay principal and unreimbursed LC Disbursements then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal and unreimbursed LC Disbursements then due to such parties.

(c) If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Revolving Loans or participations in unreimbursed LC Disbursements or Swingline Loans resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Revolving Loans or participations in unreimbursed LC Disbursements and Swingline Loans and accrued interest thereon than the proportion received by any other Lender, then the Lender receiving such greater proportion shall purchase (for cash at face value) participations in the Revolving Loans and participations in unreimbursed LC Disbursements and Swingline Loans of other Lenders to the extent necessary so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Revolving Loans and participations in unreimbursed LC Disbursements and Swingline Loans; provided that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest, and (ii) the provisions of this paragraph shall not be construed to apply to any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or participations in LC Disbursements or Swingline Loans to any Eligible Assignee. The Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrower rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrower in the amount of such participation.

(d) Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders or any Issuing Bank hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders or such Issuing Bank the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders or such Issuing Bank severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or such Issuing Bank with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the Federal Funds Effective Rate.

(e) If any Lender shall fail to make any payment required to be made by it pursuant to Section 2.04(c), 2.05(d), 2.05(e), 2.06(b) or 2.17(d), or any other Section hereof requiring any payment for the account of the Administrative Agent, any Issuing Bank or any Swingline Lender, then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), apply any amounts thereafter received by the Administrative Agent for the account of such Lender to satisfy such Lender's obligations under such Sections until all such unsatisfied obligations are fully paid.

(f) In the event that any financial statements delivered under Section 5.01(a) or 5.01(b), or any Compliance Certificate delivered under Section 5.01(c), shall prove to have been materially inaccurate, and such inaccuracy shall have resulted in the payment of any interest or fees at rates lower than those that were in fact applicable for any period (based on the actual Leverage Ratio), then, if such inaccuracy is discovered prior to the termination of the Commitments and the repayment in full of the principal of all Loans and the reduction of the LC Exposure to zero, the Borrower shall pay to the Administrative Agent, for distribution to the Lenders (or former Lenders) as their interests may appear, the accrued interest or fees that should have been paid but were not paid as a result of such misstatement, solely to the extent such payment is requested in writing by the Administrative Agent, including at the request of any Lender, and the Administrative Agent provides to the Borrower a reasonably detailed calculation of such additional accrued interest and fees.

SECTION 2.18. Mitigation Obligations; Replacement of Lenders. (a) If any Lender requests compensation under Section 2.14, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.16, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign and delegate its rights and obligations hereunder to another of its offices, branches or Affiliates, if, in the judgment of such Lender, such designation or assignment and delegation (i) would eliminate or reduce amounts payable pursuant to Section 2.14 or 2.15, as the case may be, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment and delegation.

(b) If (i) any Lender requests compensation under Section 2.14, (ii) the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.16, (iii) any Lender becomes a Declining Lender or (iv) any Lender becomes a Defaulting Lender, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 9.04), all its interests, rights (other than its existing rights to payment pursuant to Section 2.14 or 2.16) and obligations under this Agreement to an Eligible Assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided that (i) the Borrower shall have received the prior written consent of the Administrative Agent (and, if its consent would be required under Section 9.04,

each Issuing Bank and each Swingline Lender), which consent shall not unreasonably be withheld, (ii) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and participations in LC Disbursements and Swingline Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder, from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts), (iii) in the case of any such assignment and delegation resulting from a claim for compensation under Section 2.14 or payments required to be made pursuant to Section 2.16, such assignment will result in a reduction in such compensation or payments, and in the case of any such assignment and delegation in respect of a Declining Lender, the assignee shall have consented (and hereby is deemed to have consented) to the extension of the Maturity Date specified in the applicable Maturity Extension Request and (iv) such assignment does not conflict with applicable law. A Lender shall not be required to make any such assignment and delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply. Each party hereto agrees that an assignment and delegation required pursuant to this paragraph may be effected pursuant to an Assignment and Acceptance executed by the Borrower, the Administrative Agent and the assignee and that the Lender required to make such assignment and delegation need not be a party thereto.

SECTION 2.19. Defaulting Lenders. Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender:

(a) the Facility Fee shall cease to accrue pursuant to Section 2.12(a) on the unused amount of the Commitment of such Defaulting Lender;

(b) the Commitment and Revolving Credit Exposure of such Defaulting Lender shall not be included in determining whether the Required Lenders or any other requisite Lenders have taken or may take any action hereunder or under any other Loan Document (including any consent to any amendment, waiver or other modification pursuant to Section 9.02); provided that any amendment, waiver or other modification requiring the consent of all Lenders or all Lenders affected thereby shall require the consent of such Defaulting Lender in accordance with the terms hereof;

(c) if any Swingline Exposure or LC Exposure exists at the time such Lender becomes a Defaulting Lender then:

(i) the Swingline Exposure (other than any portion thereof with respect to which such Defaulting Lender shall have funded its participation as contemplated by Section 2.04(c) and, in the case of any Defaulting Lender that is a Swingline Lender, other than the portion of such Swingline Exposure referred to in clause (b) of the definition of such term) and LC Exposure of such Defaulting Lender (other than any portion thereof attributable to unreimbursed LC Disbursements with respect to

which such Defaulting Lender shall have funded its participation as contemplated by Sections 2.06(d) and 2.06(e)) shall be reallocated among the Non-Defaulting Lenders in accordance with their respective Applicable Percentages but only to the extent that (A) the sum of all Non-Defaulting Lenders' Revolving Credit Exposures plus such Defaulting Lender's Swingline Exposure and LC Exposure (in each case, excluding the portion thereof referred to above) does not exceed the sum of all Non-Defaulting Lenders' Commitments and (B) such reallocation does not result in the Revolving Credit Exposure of any Non-Defaulting Lender exceeding such Non-Defaulting Lender's Commitment;

(ii) if the reallocation described in clause (i) above cannot, or can only partially, be effected, the Borrower shall within one Business Day following notice by the Administrative Agent (A) first, prepay the portion of such Defaulting Lender's Swingline Exposure (other than any portion thereof referred to in the parenthetical in such clause (i)) that has not been reallocated and (B) second, cash collateralize for the benefit of the Issuing Banks the portion of such Defaulting Lender's LC Exposure (other than any portion thereof referred to in the parenthetical in such clause (i)) that has not been reallocated in accordance with the procedures set forth in Section 2.05(j) for so long as such LC Exposure is outstanding;

(iii) if the Borrower cash collateralizes any portion of such Defaulting Lender's LC Exposure pursuant to clause (ii) above, the Borrower shall not be required to pay LC Participation Fees to such Defaulting Lender pursuant to Section 2.11(b) with respect to such portion of such Defaulting Lender's LC Exposure for so long as such Defaulting Lender's LC Exposure is cash collateralized;

(iv) if any portion of the LC Exposure of such Defaulting Lender is reallocated pursuant to clause (i) above, then the LC Participation Fees payable to the Lenders pursuant to Section 2.11(b) shall be adjusted to give effect to such reallocation;

(v) if all or any portion of such Defaulting Lender's Swingline Exposure is neither reallocated nor reduced pursuant to clause (i) or (ii) above, then, without prejudice to any rights or remedies of any Swingline Lender or any other Lender hereunder, all Facility Fees that otherwise would have been payable pursuant to Section 2.11(a) to such Defaulting Lender (solely with respect to the portion of such Defaulting Lender's Commitment utilized by such Swingline Exposure) shall be payable to the Swingline Lenders (and allocated among them ratably based on the amount of such Defaulting Lender's Swingline Exposure attributable to Swingline Loans made by each Swingline Lender) until and to the extent that such Swingline Exposure is reallocated and/or reduced to zero; and

(vi) if all or any portion of such Defaulting Lender's LC Exposure is neither reallocated nor cash collateralized pursuant to clause (i) or (ii) above, then, without prejudice to any rights or remedies of any Issuing Bank or any other Lender hereunder, all Facility Fees that otherwise would have been payable pursuant to Section 2.11(a) to such Defaulting Lender (solely with respect to the portion of such Defaulting Lender's Commitment utilized by such LC Exposure) and LC Participation Fees payable pursuant to Section 2.11(b) to such Defaulting Lender with respect to such Defaulting Lender's LC Exposure shall be payable to the Issuing Banks (and allocated among them ratably based on the amount of such Defaulting Lender's LC Exposure attributable to Letters of Credit issued by each Issuing Bank) until and to the extent that such LC Exposure is reallocated and/or cash collateralized; and

(d) so long as such Lender is a Defaulting Lender, no Swingline Lender shall be required to fund any Swingline Loan and no Issuing Bank shall be required to issue, amend, renew or extend any Letter of Credit, unless, in each case, the related exposure and the Defaulting Lender's then outstanding Swingline Exposure or LC Exposure, as applicable, will be fully covered by the Commitments of the Non-Defaulting Lenders and/or cash collateral provided by the Borrower in accordance with Section 2.19(c), and participating interests in any such funded Swingline Loan or in any such issued, amended, reviewed or extended Letter of Credit will be allocated among the Non-Defaulting Lenders in a manner consistent with Section 2.19(c) (and such Defaulting Lender shall not participate therein).

In the event that the Administrative Agent, the Borrower, each Issuing Bank and each Swingline Lender each agree that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then the Swingline Exposure and LC Exposure of the Lenders shall be readjusted to reflect the inclusion of such Lender's Commitment and on such date such Lender shall purchase at par such of the Revolving Loans of the other Lenders as the Administrative Agent shall determine may be necessary in order for such Lender to hold such Loans in accordance with its Applicable Percentage.

ARTICLE III

Representations and Warranties

The Borrower represents and warrants to each of the Lenders and the Issuing Banks as follows (it being agreed that representations and warranties set forth in this Article shall be made only on and after the Availability Date, except that representations and warranties set forth in Sections 3.01, 3.02, 3.03 and 3.16 shall also be made on the Closing Date solely with respect to the Borrower):

SECTION 3.01. Existence and Power. Hess GP is the sole general partner of the Borrower. The Borrower and each other Loan Party (a) is duly organized,

validly existing and in good standing under the laws of its jurisdiction of organization and (b) except where the failure to do so, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect, is qualified to do business, and is in good standing, in every jurisdiction where such qualification is required.

SECTION 3.02. Power and Authority. The Transactions to be entered into by each Loan Party have been duly authorized by all necessary corporate or other organizational action and are within such Loan Party's corporate or other organizational power, do not require the approval of such Loan Party's shareholders or other equity holders except where such approvals have been obtained, and will not violate any provision of law or of its certificate of incorporation, memorandum and articles of association, limited liability company agreement or other constitutive document or by-laws, or result in the breach of or constitute a default or require any consent under, or result in the creation of any Lien upon any property or assets of such Loan Party pursuant to, any indenture or other agreement or instrument to which such Loan Party a party or by which such Loan Party or its property may be bound or affected, other than Liens created pursuant to the Security Documents. The execution, delivery and performance by each Loan Party of this Agreement and each other Loan Document executed by such Loan Party do not require any license, consent or approval of, or advance notice to or advance filing with, any Governmental Authority or any other third party, or if required, each such license, consent or approval has been obtained and each such notice or filing has been made. The Borrower and each other Loan Party has all power and authority and all material Governmental Approvals required for the ownership and operation of its properties and the conduct of its business, except where the failure to have such Governmental Approvals, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

SECTION 3.03. Enforceability. This Agreement is, and each other Loan Document when delivered by any Loan Party will be, duly executed and delivered by each Loan Party that is a party thereto and does or will constitute the legal, valid and binding obligation of each such Loan Party enforceable against such Loan Party in accordance with its terms, except as enforceability may be limited by general principles of equity and bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally and by moratorium laws from time to time in effect.

SECTION 3.04. Financial Condition; No Material Adverse Effect. (a) The Initial Financial Statements of the Borrower (i) have been prepared by the Borrower in good faith, based on the assumptions believed by the Borrower on the date of the Registration Statement to be reasonable in light of the then-existing conditions (it being understood that such pro forma financial statements are based upon professional opinions, estimates and adjustments and that the Loan Parties do not warrant that such opinions, estimates and adjustments will ultimately prove to have been accurate), and (ii) present fairly, in all material respects, the pro forma effect of transactions that are directly attributable to the Midstream MLP IPO Transactions, are factually supportable, and with respect to the statements of operations, expected to have a continuing impact on the combined results, had the transactions to be effected at the closing of the Midstream MLP IPO occurred at December 31, 2016 (or, to the extent pro forma financial

statements of the Borrower for the fiscal quarter ended March 31, 2017 are included in the Registration Statement, at March 31, 2017), in the case of the unaudited pro forma combined balance sheet, and at January 1, 2016 in the case of the unaudited pro forma combined statement of operations. The Initial Financial Statements of the Predecessor present fairly, in all material respects, the combined financial position and combined results of operations of the Predecessor as of their dates and for the periods covered thereby in conformity with GAAP.

(b) Since December 31, 2016, there has been no event, development or circumstance that has had or would reasonably be expected to have a material adverse effect on the business, assets, liabilities, operations or financial condition of the Borrower and its Restricted Subsidiaries, taken as a whole.

SECTION 3.05. Litigation. There are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower or any of its Restricted Subsidiaries that, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect.

SECTION 3.06. No ERISA Plans. Neither the Borrower nor any Restricted Subsidiary maintains or contributes to, or has ever maintained or contributed to (or has or had an obligation to contribute to), any Plan.

SECTION 3.07. Environmental Matters. Except for matters that, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect, (a) (i) each of the Borrower and its Restricted Subsidiaries has obtained all permits, licenses and other authorizations which are required under all Environmental Laws, including laws relating to emissions, discharges, releases or threatened releases of Hazardous Materials into the environment (including, without limitation, ambient air, surface water, ground water or land), or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials and (ii) the Borrower and its Restricted Subsidiaries are in compliance with all terms and conditions of all required permits, licenses and authorizations, and all other limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, schedules and timetables, contained in those laws or contained in any regulation, code, plan, order, decree, judgment, injunction, notice or demand letter issued, entered, promulgated or approved thereunder and (b) neither the Borrower nor any of its Restricted Subsidiaries (i) has failed to comply with any Environmental Law, (ii) has become subject to any Environmental Liability, (iii) has received notice of any claim with respect to any Environmental Liability or (iv) knows of any basis for any Environmental Liability.

SECTION 3.08. Compliance with Law. The Borrower and each of its Restricted Subsidiaries is in compliance with all laws, regulations and orders of any Governmental Authority applicable to it or its property, except where the failure to do so, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

SECTION 3.09. Federal Regulations. No part of the proceeds of the Loans will be used, directly or indirectly, for any purpose that violates (including on the part of any Lender) any of the regulations of the Board, including Regulations U and X.

SECTION 3.10. Investment Company Status. Neither the Borrower nor any Restricted Subsidiary is an "investment company" as defined in, or subject to regulation under, the Investment Company Act of 1940.

SECTION 3.11. Disclosure. Neither the Confidential Information Memorandum nor any of the other reports, financial statements, certificates or other information relating to the Borrower and its Subsidiaries or their businesses furnished by or on behalf of the Borrower to the Administrative Agent, any Arranger or any Lender in connection with the negotiation of this Agreement or any other Loan Document, included herein or therein or furnished hereunder or thereunder, when taken as a whole, contained at the time such information was delivered (or, if such information expressly related to a specific date, as of such specific date) any material misstatement of fact or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, with respect to forecasts or projected financial information, the Borrower represents only that such information was prepared in good faith based upon assumptions believed by the preparers thereof to be reasonable at the time made and at the time so furnished (it being understood that such forecasts and projections may vary from actual results and that such variances may be material).

SECTION 3.12. Subsidiaries; Equity Investments. Schedule 3.12 sets forth, as of the Availability Date, the name and jurisdiction of organization of, and the percentage of each class of Equity Interests owned by the Borrower or any of its Subsidiaries in, (a) each Subsidiary and (b) each other Person in which the Borrower or any of its Subsidiaries owns any Equity Interests, and identifies each Material Subsidiary.

SECTION 3.13. Properties. Each of the Borrower and its Restricted Subsidiaries has good title to, or valid leasehold interests in, all its real and personal property (including its Mortgaged Properties), except where the failure to have such good title or valid leasehold interests, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect and subject to any Liens permitted under Section 6.02. Schedule 3.13 sets forth the address of each real property that constitutes a Mortgaged Property as of the Availability Date and the proper jurisdiction for the filing of Mortgages in respect thereof. As of the Availability Date, except as set forth on Schedule 3.13, none of the Borrower or any other Subsidiary (i) has received notice, or has knowledge, of any pending or contemplated condemnation proceeding affecting any Mortgaged Property or any sale or disposition thereof in lieu of condemnation or (ii) is or could be obligated under any right of first refusal, option or other contractual right to sell, transfer or otherwise dispose of any Mortgaged Property or any interest therein.

SECTION 3.14. Taxes. Each of the Borrower and its Restricted Subsidiaries has timely filed or caused to be filed all material Tax returns and reports required to have been filed by it and has paid or caused to be paid all Taxes required to

have been paid by it, except (a) Taxes that are being contested in good faith by appropriate proceedings and for which such Person has set aside on its books adequate reserves in accordance with GAAP or (b) to the extent that the failure to do so would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

SECTION 3.15. Solvency. Immediately after the consummation of the Transactions and any Borrowing to occur on the Availability Date, (a) the fair value of the assets of the Borrower and its Restricted Subsidiaries will exceed their debts and liabilities, subordinated, contingent or otherwise; (b) the present fair saleable value of the property of the Borrower and its Restricted Subsidiaries (determined on the basis of such property being liquidated with reasonable promptness in an arm's-length transaction) will be greater than the amount that will be required to pay the probable liability of their debts and other liabilities, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured; (c) the Borrower and its Restricted Subsidiaries will be able to pay their debts and liabilities, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured; and (d) the Borrower and its Restricted Subsidiaries will not have unreasonably small capital with which to conduct the businesses in which they are engaged as such businesses are conducted on and are proposed to be conducted following the Availability Date.

SECTION 3.16. Anti-Corruption Laws and Sanctions. Hess, solely as of the Closing Date, and the Borrower have implemented and maintain in effect policies and procedures designed reasonably to ensure compliance by Hess GP, the Borrower, its Subsidiaries and their respective directors, officers, employees and agents (and the directors, officers, employees and agents of Hess and its Subsidiaries that are engaged in the operations of Hess GP, the Borrower and its Subsidiaries) with applicable Anti-Corruption Laws and Sanctions. Hess GP, the Borrower and its Subsidiaries and, to the Borrower's knowledge, their respective directors, officers, employees and agents (and the officers, employees and agents of Hess and its Subsidiaries that are engaged in the operations of Hess GP, the Borrower and its Subsidiaries) are in compliance with applicable Anti-Corruption Laws and Sanctions in all material respects. None of (a) Hess GP, the Borrower, any of its Subsidiaries or, to the knowledge of the Borrower, any of their respective directors, officers or employees (or any of the directors, officers and employees of Hess and its Subsidiaries that are engaged in the operations of Hess GP, the Borrower and its Subsidiaries), or (b) to the knowledge of the Borrower, any agent of Hess GP, the Borrower or any Subsidiary of the Borrower (or any agent of Hess and its Subsidiaries that are engaged in the operations of Hess GP, the Borrower and its Subsidiaries) that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person.

SECTION 3.17. Contribution and IPO. As of the Availability Date:

(a) each of the Material Agreements and each other material agreement and document (including schedules and exhibits thereto) relating to the Contribution and the Midstream MLP IPO (i) is consistent in all material respects with the description thereof in the Registration Statement and (ii) has been duly executed and delivered by

each party thereto and constitutes the legal, valid and binding obligation of each such party, enforceable in accordance with its terms, except as enforceability may be limited by general principles of equity and bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally and by moratorium laws from time to time in effect; and

(b) the Contribution and the Midstream MLP IPO (i) do not require any material consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except such as have been obtained or made and are in full force and effect (except for any reports required to be filed by the Borrower or Hess with the SEC) and any applicable waiting periods have expired without any action being taken or threatened by any Governmental Authority, in each case which would restrain or prevent or otherwise impose materially adverse conditions on the Contribution or the Midstream Partners IPO, (ii) will not violate any law or regulation or any order of any Governmental Authority, in each case, applicable to or binding upon the Borrower or any of its Subsidiaries or, to the Borrower's knowledge, Hess GP, or any property of the foregoing, except to the extent that such violations, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect, (iii) will not violate or result in a default under any indenture, agreement or other instrument binding upon the Borrower or any of its Subsidiaries or, to the Borrower's knowledge, Hess GP, or by which any property or asset of any of the foregoing is bound, except to the extent that such violations, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect, (iv) will not result in the creation or imposition of any Lien prohibited hereunder on any asset of the Borrower or any of its Subsidiaries or, to the Borrower's knowledge, on Hess GP's Equity Interests in the Borrower and (v) will not violate the organizational documents of the Borrower, any of its Subsidiaries or, to the Borrower's knowledge, Hess GP.

SECTION 3.18. Compliance with Material Agreements. The Borrower and each of its Subsidiaries is, and, to the knowledge of the Borrower, Hess and its other Subsidiaries are, in compliance with each Material Agreement, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

SECTION 3.19. Collateral Matters. (a) The Collateral Agreement, upon execution and delivery thereof by the parties thereto, will create in favor of the Administrative Agent, for the benefit of the Secured Parties, a valid and enforceable security interest in the Collateral (as defined therein) and (i) when the Collateral (as defined therein) constituting certificated securities (as defined in the Uniform Commercial Code) is delivered to the Administrative Agent, together with instruments of transfer duly endorsed in blank, the security interest created under the Collateral Agreement will constitute a fully perfected security interest in all right, title and interest of the Loan Parties thereunder in such Collateral, prior and superior in right to any other Person, and (ii) when financing statements in appropriate form are filed in the applicable filing offices, the security interest created under the Collateral Agreement will constitute a fully perfected security interest in all right, title and interest of the Loan Parties in the remaining Collateral (as defined therein) to the extent perfection can be obtained by filing Uniform Commercial Code financing statements, prior and superior to the rights of any other Person, except for rights secured by Liens permitted under Section 6.02.

(b) Each Mortgage, upon execution and delivery thereof by the parties thereto, will create in favor of the Administrative Agent, for the benefit of the Secured Parties, a legal, valid and enforceable security interest in all the applicable mortgagor's right, title and interest in and to the Mortgaged Properties subject thereto and the proceeds thereof, and when the Mortgages have been filed in the jurisdictions specified therein, to the extent the filing of a Mortgage in such jurisdictions can perfect a security interest in all right, title and interest of the mortgagors in the Mortgaged Properties and the proceeds thereof, the Mortgages will constitute a fully perfected security interest in all right, title and interest of the mortgagors in the Mortgaged Properties and the proceeds thereof, prior and superior to the rights of any other Person, except for rights secured by Liens permitted under Section 6.02.

(c) Upon the recordation of the IP Security Agreements with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, and the filing of the financing statements referred to in paragraph (a) of this Section, the security interest created under the Collateral Agreement will constitute a fully perfected security interest in all right, title and interest of the Loan Parties in the Intellectual Property (as defined in the Collateral Agreement) in which a security interest may be perfected by filing in the United States of America, in each case prior and superior to the rights of any other Person, except for rights secured by Liens permitted under Section 6.02 (it being understood that subsequent recordings in the United States Patent and Trademark Office or the United States Copyright Office may be necessary to perfect a security interest in such Intellectual Property acquired by the Loan Parties after the Availability Date).

(d) Each Security Document, other than any Security Document referred to in the preceding paragraphs of this Section, upon execution and delivery thereof by the parties thereto and the making of the filings and taking of the other actions provided for therein, will be effective under applicable law to create in favor of the Administrative Agent, for the benefit of the Secured Parties, a valid and enforceable security interest in the Collateral subject thereto, and will constitute a fully perfected security interest in all right, title and interest of the Loan Parties in the Collateral subject thereto, prior and superior to the rights of any other Person, except for rights secured by Liens permitted under Section 6.02.

SECTION 3.20. EEA Financial Institutions. No Loan Party is an EEA Financial Institution.

ARTICLE IV

Conditions

SECTION 4.01. Conditions to Closing. This Agreement shall become effective on the date on which each of the following conditions shall be satisfied (or

waived in accordance with Section 9.02); provided that the obligations of the Lenders to make Loans and of the Issuing Banks to issue Letters of Credit hereunder are subject to satisfaction (or waiver in accordance with Section 9.02) of the conditions precedent set forth in Sections 4.02 and 4.03:

(a) The Administrative Agent shall have received from each party hereto either (i) a counterpart of this Agreement signed on behalf of such party or (ii) evidence satisfactory to the Administrative Agent (which may include a facsimile or electronic transmission) that such party has signed a counterpart of this Agreement (it being understood that arrangements will be made to subsequently deliver original executed counterparts if requested by the parties hereto).

(b) The Lenders shall have received all documentation and other information required by bank regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act.

(c) The Administrative Agent shall have received a true and complete copy of the HIP Prepayment Agreement, and the HIP Prepayment Agreement shall have become, or contemporaneously with the occurrence of the Closing Date shall become, effective.

SECTION 4.02. Conditions to Availability. The obligation of each Lender to make its initial Loan and of each Issuing Bank to issue its initial Letter of Credit hereunder is subject to the occurrence of the Closing Date and the satisfaction (or waiver in accordance with Section 9.02) of the following conditions precedent:

(a) The Administrative Agent shall have received from the Borrower, each Initial Guarantor and each other wholly owned Material Subsidiary (i) either (A) a counterpart of the Guarantee Agreement signed on behalf of such party or (B) evidence satisfactory to the Administrative Agent (which may include a facsimile or electronic transmission) that such party has signed a counterpart of the Guarantee Agreement (it being understood that arrangements will be made to subsequently deliver original executed counterparts if requested by the parties thereto) and (ii) either (A) a counterpart of the Collateral Agreement and each other Security Document to be entered into by such party on the Availability Date, in each case, signed on behalf of such party or (B) evidence satisfactory to the Administrative Agent (which may include a facsimile or electronic transmission) that such party has signed a counterpart of the Collateral Agreement and each such other Security Document (it being understood that arrangements will be made to subsequently deliver original executed counterparts if requested by the parties thereto).

(b) The Administrative Agent shall have received a written opinion (addressed to the Administrative Agent, the Issuing Banks and the Lenders and dated the Availability Date) of counsel to each of the Loan Parties, in each case in form and substance reasonably satisfactory to the Administrative Agent.

(c) The Administrative Agent shall have received documents and certificates relating to the organization, existence and good standing of the Loan Parties, the authorization of the Transactions, the incumbency of the persons executing this Agreement and the other Loan Documents on behalf of the Loan Parties and any other legal matters relating to the Loan Parties, any Loan Document or the Transactions that shall have been reasonably requested by the Administrative Agent, all in form and substance reasonably satisfactory to the Administrative Agent.

(d) The Administrative Agent shall have received a certificate, dated the Availability Date and signed by the President, a Vice President or a Financial Officer of the Borrower, confirming satisfaction as of the Availability Date of the conditions set forth in paragraphs (f) and (g) of this Section 4.02 and, giving pro forma effect to the Contribution, paragraphs (a) and (b) of Section 4.03 (with all references in such paragraphs of Section 4.03 to a Credit Event being deemed to be references to the Availability Date).

(e) The Administrative Agent shall have received true and complete copies of the organizational documents of the Borrower and each Guarantor and of the Material Agreements, and the material terms and conditions thereof shall be reasonably satisfactory to the Arrangers (it being understood that (i) the terms and conditions described in detail in the Registration Statement, as so described, prior to the Closing Date and (ii) each Material Agreement (A) annexed to the Registration Statement prior to the Closing Date, (B) referred to in the Registration Statement and otherwise publicly filed with the SEC prior to the Closing Date or (C) as in effect on March 6, 2015, in each case, shall be deemed to be reasonably satisfactory to the Arrangers).

(f) All material consents and approvals required to be obtained from any Governmental Authority or other Person in connection with the Contribution, the Midstream MLP IPO or the Transactions shall have been obtained and be in full force and effect, and all applicable waiting periods and appeal periods shall have expired.

(g) The Contribution and the Midstream MLP IPO shall have been, or contemporaneously with the occurrence of the Availability Date shall be, consummated (i) in all material respects as described in the Registration Statement and (ii) in compliance in all material respects with applicable law and regulatory approvals.

(h) The Administrative Agent shall have received a certificate, dated the Availability Date and signed by a Financial Officer of the Borrower, as to the solvency of the Borrower and its Subsidiaries on a consolidated basis after giving effect to the Contribution, the Midstream MLP IPO and the Transactions to occur on or about the Availability Date, including the initial Borrowing hereunder, in form and substance reasonably satisfactory to the Administrative Agent.

(i) The Administrative Agent, the Arrangers and each Lender shall have received all fees and other amounts due and payable on or prior to the Availability Date, including, to the extent invoiced, reimbursement or payment of all out-of-pocket expenses (including fees, charges and disbursements of counsel) required to be reimbursed or paid by the Borrower under any commitment letter or fee letter entered into in connection with this Agreement.

(j) The Borrower shall have delivered to the Administrative Agent a copy of Schedules 3.12, 3.13, 6.01, 6.02 and 6.05 and, in the case of Schedules 6.01, 6.02 and 6.05, such Schedules shall have been delivered at least five Business Days prior to the Availability Date (or such shorter period of time as the Administrative Agent may agree to) and the information set forth therein shall be reasonably satisfactory to the Administrative Agent.

(k) As of the Availability Date and after giving effect thereto, HIP shall be in compliance with its obligations (including any prepayment obligations on the Availability Date) under the HIP Prepayment Agreement, and the Administrative Agent shall have received evidence reasonably satisfactory of such compliance.

(l) The Collateral and Guarantee Requirement shall have been satisfied. The Administrative Agent shall have received the results of a recent Lien and judgment search reasonably requested by the Administrative Agent with respect to the Loan Parties in the jurisdictions of organization of the Loan Parties and each other jurisdiction in which a chief executive office or principal place of business of any Loan Party is located or in which any material portion of the Collateral is located.

(m) The Administrative Agent shall have received evidence that the insurance required by Section 5.05 is in effect, together with endorsements naming the Administrative Agent, for the benefit of the Secured Parties, as additional insured and lender loss payee thereunder to the extent required under Section 5.05.

The Administrative Agent shall notify the Borrower, the Lenders and the Issuing Banks of the Availability Date, and such notice shall be conclusive and binding. Notwithstanding the foregoing, the obligations of the Lenders to make Loans and of the Issuing Banks to issue Letters of Credit hereunder shall not become effective unless each of the foregoing conditions shall have been satisfied (or waived in accordance with Section 9.02) at or prior to 5:00 p.m., New York City time, on June 13, 2017 (and, in the event such conditions shall not have been so satisfied or waived, the Commitments shall terminate at such time).

SECTION 4.03. Conditions to Each Credit Event. The obligation of each Lender to make a Loan to the Borrower on the occasion of any Borrowing, and the

obligation of each Issuing Bank to issue, renew, extend or increase the amount of any Letter of Credit, is subject to receipt of the request therefor in accordance herewith and to the satisfaction (or waiver in accordance with Section 9.02) of the following conditions:

(a) The representations and warranties of each Loan Party set forth in the Loan Documents (other than (i) after the later of (A) the Availability Date and (B) the Investment Grade Rating Date, those set forth in Sections 3.04(b) and 3.05) and (ii) after the satisfaction of the Collateral and Guarantee Release Condition, those set forth in Section 3.19) shall be true and correct (x) in the case of the representations and warranties qualified as to materiality, in all respects and (y) otherwise, in all material respects, in each case on and as of the date of such Credit Event (or, if such representation or warranty relates to a specific date, as of such specific date).

(b) At the time of and immediately after giving effect to such Credit Event, no Default shall have occurred and be continuing.

Each Credit Event shall be deemed to constitute a representation and warranty by the Borrower on the date thereof that the conditions specified in paragraphs (a) and (b) of this Section have been satisfied.

ARTICLE V

Affirmative Covenants

From and after the Availability Date and until the Commitments shall have expired or been terminated, the principal of and interest on each Loan and all fees payable hereunder shall have been paid in full, all Letters of Credit shall have expired or been terminated and all LC Disbursements shall have been reimbursed, the Borrower covenants and agrees with the Lenders that:

SECTION 5.01. Financial Statements and Other Information. The Borrower will furnish to the Administrative Agent for distribution each Lender:

(a) as soon as available and in any event within 100 days after the end of each of its fiscal years, its audited consolidated balance sheet as at the end of such fiscal year and its audited consolidated statements of operations and retained earnings and of cash flows for such fiscal year, setting forth in comparative form the corresponding figures for the preceding fiscal year, all audited by and accompanied by the opinion of Ernst & Young, LLP, or other independent registered public accounting firm of recognized national standing selected by the Borrower (without a “going concern” or like qualification, exception or emphasis and without any qualification, exception or emphasis as to the scope of such audit) to the effect that such consolidated financial statements present fairly, in all material respects, the financial position, results of operations and cash flows of the Borrower and its Consolidated Subsidiaries on a consolidated basis as of the end of and for such year in accordance with GAAP;

(b) as soon as available and in any event within 60 days after the end of each of the first three fiscal quarters of each of its fiscal years, its unaudited consolidated balance sheet as at the end of such fiscal quarter and its unaudited consolidated statements of operations and retained earnings and of cash flows for such period and the portion of the fiscal year then ended, prepared on a basis consistent with the corresponding period of the preceding fiscal year, except as disclosed in such financial statements or otherwise disclosed to the Lenders in writing, and certified by a Financial Officer of the Borrower as presenting fairly, in all material respects, the consolidated financial position and the consolidated results of operations and cash flows of the Borrower and its Consolidated Subsidiaries as of the end of and for such fiscal quarter and such portion of such fiscal year in accordance with GAAP, subject, however, to year-end audit adjustments;

(c) concurrently with each delivery of financial statements under clause (a) or (b) above, a Compliance Certificate, signed by a Financial Officer of the Borrower, (i) setting forth a reasonably detailed computation of the Leverage Ratio as of the end of such fiscal year or fiscal quarter, (ii) certifying as to whether a Default has occurred and, if a Default has occurred, specifying the details thereof and any action taken or proposed to be taken with respect thereto, (iii) stating whether any change in GAAP or in the application thereof has occurred since the date of the Borrower's audited consolidated financial statements for the immediately preceding fiscal year that had a significant effect on the calculation of Consolidated Net Tangible Assets or the Leverage Ratio in Section 6.10 and, if any such change has occurred, specifying the effect of such change on the financial statements accompanying such certificate, (iv) identifying each Material Subsidiary and each Unrestricted Subsidiary, and (v) prior to the date on which the Collateral and Guarantee Release Condition has been satisfied, (A) certifying that all notices required to be provided under Sections 5.11 and 5.13 have been provided and (B) in the case of any delivery of financial statements under clause (a) above, providing updates, if any, to the information set forth in the schedules to the Collateral Agreement, in each case, since the information provided to the Lenders on the Availability Date or in the most recent Compliance Certificate delivered pursuant to this clause (c), as applicable;

(d) if any Subsidiary shall be an Unrestricted Subsidiary, concurrently with each delivery of financial statements pursuant to clause (a) or (b) of this Section, (i) unaudited financial statements (in substantially the same form as the financial statements delivered pursuant to clauses (a) and (b) above) prepared on the basis of consolidating the accounts of the Borrower and its Restricted Subsidiaries and treating any Unrestricted Subsidiaries as if they were not consolidated with the Borrower or accounted for on the basis of the equity method and otherwise eliminating all accounts of Unrestricted Subsidiaries, together with an explanation of reconciliation adjustments in reasonable detail (which may be in footnote form) and (ii) a certificate of a Financial Officer of the Borrower stating that such reconciliation statement accurately reflects all adjustments necessary to treat the Unrestricted Subsidiaries as if they were not consolidated with the

Borrower and otherwise to eliminate all accounts of the Unrestricted Subsidiaries and reflects no other adjustment from the related GAAP financial statement (except as otherwise disclosed in such reconciliation statement);

(e) promptly after the sending or filing thereof, copies of all proxy statements, financial statements and periodic or current reports and registration statements under the Securities Act (other than those on Form S-8 or any successor form relating to the registration of securities offered pursuant to any employee benefit plan) which the Borrower sends to its equityholders or files with the SEC;

(f) promptly following a request therefor, any documentation or other information that a Lender reasonably requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act; and

(g) from time to time such further information regarding the business, affairs and financial condition of the Borrower and its Subsidiaries as the Lenders shall reasonably request.

Information required to be delivered pursuant to Sections 5.01(a), 5.01(b) and 5.01(e) shall be deemed to have been delivered to the Lenders on the date on which such information or one or more annual quarterly reports containing such information have been posted on the Borrower's website as identified to the Administrative Agent from time to time or on the SEC's website at http://www.sec.gov or posted by the Administrative Agent on the Platform.

SECTION 5.02. Notices of Material Events. The Borrower will furnish to the Administrative Agent and each Lender prompt written notice of the following:

(a) the occurrence of any Default;

(b) the filing or commencement of any action, suit or proceeding by or before any arbitrator or Governmental Authority against or affecting the Borrower or any Affiliate thereof, or any adverse development therein, that would reasonably be expected to constitute a Material Adverse Effect; and

(c) any other event, development or circumstance that would reasonably be expected to constitute a Material Adverse Effect.

Each notice delivered under this Section shall be accompanied by a statement of a Financial Officer or other executive officer of the Borrower setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto.

SECTION 5.03. Existence; Conduct of Business. The Borrower will, and will cause each of its Restricted Subsidiaries to, do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence and the

rights, licenses, permits, privileges and franchises necessary to the conduct of its business, except, in the case of the legal existence of any such Restricted Subsidiary or any such right, license, permit, privilege or franchise, where the failure to so preserve, renew and keep in full force and effect would not reasonably be expected to have a Material Adverse Effect; provided that the foregoing shall not prohibit any merger or consolidation, or any liquidation or dissolution (other than of the Borrower), permitted under Section 6.04.

SECTION 5.04. Material Agreements. The Borrower will, and will cause each of its Restricted Subsidiaries to, comply with all the Material Agreements, except to the extent that failure to comply therewith, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect. The Borrower will, and will cause each of its Subsidiaries to, use commercially reasonable efforts to enforce its rights and remedies under the Material Agreements, including rights with respect to indemnities, cost reimbursements and purchase price adjustments, in a manner consistent with, and to the same extent that, it would do so in an arms' length transaction with an unrelated third party (as reasonably determined by a Financial Officer of the Borrower).

SECTION 5.05. Insurance. The Borrower will, and will cause each of its Restricted Subsidiaries to, maintain in full force and effect such policies of insurance in such amounts issued by insurers of recognized responsibility covering the properties and operations of the Borrower and its Restricted Subsidiaries as is customarily maintained by corporations engaged in the same or similar business in the localities where the properties and operations are located, including insurance in connection with the disposal, handling, storage, transportation or generation of hazardous materials; provided that nothing shall prevent the Borrower or any of its Restricted Subsidiaries from effecting workers' compensation or similar insurance in respect of operations in any state or other jurisdiction through an insurance fund operated by such state or jurisdiction or from maintaining a system or systems of self-insurance covering its properties or operations as provided above to the extent that such self-insurance is customarily effected by corporations engaged in the same or similar businesses similarly situated and is otherwise prudent in the circumstances. Prior to the date on which the Collateral and Guarantee Release Condition has been satisfied, each such policy of liability or casualty insurance maintained by or on behalf of Loan Parties shall (a) in the case of each liability insurance policy (other than workers' compensation, director and officer liability or other policies in which such endorsements are not customary), name the Administrative Agent, on behalf of the Secured Parties, as an additional insured, but only to the extent of the Obligations, thereunder, (b) in the case of each casualty insurance policy, contain a loss payable clause or endorsement that names the Administrative Agent, on behalf of the Secured Parties, as a loss payee, but only as its interest may appear, thereunder and (c) to the extent available on commercially reasonable terms, provide for at least 30 days' (or 10 days' if such cancellation results from non-payment) (or, in each case, such shorter number of days as may be agreed to by the Administrative Agent) prior written notice to the Administrative Agent of any cancellation of such policy.

SECTION 5.06. Maintenance of Properties. The Borrower will, and will cause each of its Restricted Subsidiaries to, keep and maintain all material property used

in the conduct of its business in good working order and condition, ordinary wear and tear excepted, except to the extent that the failure to do so, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

SECTION 5.07. Compliance with Laws. The Borrower will, and will cause each of its Restricted Subsidiaries to, comply with all laws, rules, regulations and orders of any Governmental Authority applicable to it or its property, except where the failure to do so, individually or in the aggregate, would not reasonably be expected to constitute a Material Adverse Effect.

SECTION 5.08. Payment of Obligations. The Borrower will, and will cause each of its Restricted Subsidiaries to, pay, settle or discharge (a) its Tax liabilities and (b) its other governmental obligations and other lawful claims which, if unpaid, would reasonably be expected to result in a Lien upon any property of the Borrower or such Restricted Subsidiary, in each case, before the same shall become delinquent or in default, except, in each case, where (i)(A) the validity or amount thereof is being contested in good faith by appropriate proceedings and (B) the Borrower or such Restricted Subsidiary has set aside on its books adequate reserves with respect thereto in accordance with GAAP, or (ii) the failure to make such payment, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

SECTION 5.09. Use of Proceeds. The proceeds of the Loans will be applied by the Borrower:

(a) to meet part of the working capital and general corporate requirements of the Borrower and its Restricted Subsidiaries,

(b) for the payment of dividends and distributions by the Borrower and its Restricted Subsidiaries and

(c) for other general corporate purposes of the Borrower and its Restricted Subsidiaries.

The Letters of Credit will be used for general corporate purposes of the Borrower and its Restricted Subsidiaries. No part of the proceeds of any Loan will be used, whether directly or indirectly, for any purpose that violates (including on the part of any Lender) any of the Regulations of the Board, including Regulations U and X, as in effect from time to time.

The Borrower will not request any Borrowing or Letter of Credit, and the Borrower shall not use or permit its Subsidiaries to use, and shall take reasonable steps to ensure that Hess GP and the Subsidiaries of the Borrower or Hess GP and their respective directors, officers, employees and agents (and the directors, officers, employees and agents of Hess and its Subsidiaries that are engaged in the operations of Hess GP, the Borrower and its Subsidiaries) shall not use, the proceeds of any Borrowing or any Letter of Credit (a) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (b) for the purpose of funding, financing or facilitating any

activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, or (c) in any manner that would result in the violation of any Sanctions applicable to any party to this Agreement.

SECTION 5.10. Books and Records; Inspection Rights. The Borrower will, and will cause each of its Restricted Subsidiaries to, keep proper books of record and account in which full, true and correct entries in accordance with GAAP and applicable law are made of all dealings and transactions in relation to its business and activities. The Borrower will, and will cause each of its Restricted Subsidiaries to, permit any representatives designated by the Administrative Agent or any Lender, upon reasonable prior notice, to visit and inspect its properties, to examine and make extracts from its books and records, and to discuss its affairs, finances and condition with its officers and independent accountants, in each case, all at such reasonable times and as often as reasonably requested, but unless an Event of Default exists, no more frequently than once during each calendar year.

SECTION 5.11. Collateral and Guarantee Requirement. On and after the Availability Date, if (a) any Subsidiary is formed or acquired, (b) any Subsidiary becomes a Material Subsidiary or (c) any Unrestricted Subsidiary is redesignated as a Restricted Subsidiary, then, in each case, the Borrower will, as promptly as practicable, and in any event within 30 days (or such longer period as the Administrative Agent may agree to in writing), notify the Administrative Agent thereof and cause the Collateral and Guarantee Requirement to be satisfied with respect to such Subsidiary (solely to the extent that, in each case, any such Subsidiary is a Material Subsidiary that is wholly owned by the Borrower and is not an Unrestricted Subsidiary) and with respect to any Equity Interests in or Debt of such Subsidiary owned by a Loan Party; provided that, on and after the date on which the Collateral and Guarantee Release Condition has been satisfied, the Loan Parties shall not be required to comply with the requirements of this Section 5.11 and the Loan Parties shall be released from their obligations under the Guarantee Agreement and the Security Documents in accordance with Section 9.18(c).

SECTION 5.12. Concerning Unrestricted Subsidiaries. If the consolidated net tangible assets of the Unrestricted Subsidiaries and their Subsidiaries (determined on a consolidated basis in a manner consistent with the definition of the term “Consolidated Net Tangible Assets”) as of the end of any fiscal quarter represents 10% or more of the Consolidated Net Tangible Assets of the Borrower and the Restricted Subsidiaries as of the end of such fiscal quarter, then, the Borrower shall, promptly and in any event within 30 days, cause one or more Unrestricted Subsidiaries to be redesignated as a Restricted Subsidiary in accordance with the definition of “Unrestricted Subsidiary” to the extent required to eliminate such excess.

SECTION 5.13. Information Regarding Collateral. (a) The Borrower will, prior to the date on which the Collateral and Guarantee Release Condition has been satisfied, as promptly as practicable, and in any event within 30 days (or such longer period as the Administrative Agent may agree to in writing), notify the Administrative Agent of any change in (i) the legal name of any Loan Party, as set forth in its organizational documents, (ii) the jurisdiction of organization or the form of organization

of any Loan Party (including as a result of any merger or consolidation), (iii) the location of the chief executive office or the principal place of business of any Loan Party or (iv) the organizational identification number, if any, or the Federal Taxpayer Identification Number of such Loan Party.

(b) The Borrower will, as promptly as practicable, and in any event within 30 days (or such longer period as the Administrative Agent may agree to in writing), notify the Administrative Agent of the acquisition by any Loan Party of, or any real property otherwise required to become, a Mortgaged Property after the Availability Date.

SECTION 5.14. Further Assurances. Prior to the date on which the Collateral and Guarantee Release Condition has been satisfied, the Borrower and each other Loan Party will execute any and all further documents, financing statements, agreements and instruments, and take all such further actions (including the filing and recording of financing statements, fixture filings, mortgages, deeds of trust and other documents), that may be required under any applicable law, or that the Administrative Agent may reasonably request, to cause the Collateral and Guarantee Requirement to be and remain satisfied at all times or otherwise to effectuate the provisions of the Loan Documents, all at the expense of the Loan Parties (it being understood that, with respect to matters set forth in Section 5.11 or 5.13, the requirements of this Section shall be subject to the grace periods set forth in such Section). The Borrower will provide to the Administrative Agent, from time to time upon reasonable request, evidence reasonably satisfactory to the Administrative Agent as to the perfection and priority of the Liens created or intended to be created by the Security Documents.

ARTICLE VI

Negative Covenants

From and after the Availability Date and until the Commitments shall have expired or been terminated, the principal of and interest on each Loan and all fees payable hereunder shall have been paid in full, and all Letters of Credit shall have expired or been terminated and all LC Disbursements shall have been reimbursed, the Borrower covenants and agrees with the Lenders that:

SECTION 6.01. Debt. (a) Prior to the Investment Grade Rating Date, the Borrower will not, and will not permit any of its Restricted Subsidiaries to, create, incur, assume or permit to exist any Debt, except (without limiting the provisions of Section 6.12):

(i) Debt created under the Loan Documents;

(ii) Debt of the Borrower or any of its Restricted Subsidiaries existing on the Availability Date and set forth on Schedule 6.01, and extensions, renewals and refinancings thereof that do not increase the outstanding principal amount thereof;

(iii) Debt of the Borrower or any other Loan Party owing to the Borrower or any of its Restricted Subsidiaries; provided that (A) such Debt shall not have

been transferred to any Person other than the Borrower or any of its Subsidiaries and (B) in the case of Debt owed by a Loan Party to a Restricted Subsidiary that is not a Loan Party, such Debt is unsecured and subordinated in right of payment to the Obligations on terms reasonably satisfactory to the Administrative Agent;

(iv) Debt of the Borrower or any other Loan Party owing to Hess or any of its Subsidiaries (other than Hess GP, the Borrower or any of its Subsidiaries); provided that (A) that such Debt shall not be transferred to any Person other than Hess or any of its Subsidiaries and (B) such Debt is unsecured and subordinated in right of payment to the Obligations on terms reasonably satisfactory to the Administrative Agent;

(v) Debt of the Borrower or any of its Restricted Subsidiaries owing to Hess or any of its Subsidiaries (other than Hess GP, the Borrower or any of its Subsidiaries) that is assumed by the Borrower or such Restricted Subsidiary in connection with any Midstream MLP IPO Transaction or any Midstream MLP Drop-Down Transaction; provided that such Debt shall not be transferred to any Person other than Hess or any of its Subsidiaries;

(vi) to the extent constituting Debt, obligations of the Borrower or any of its Restricted Subsidiaries owing to Hess or any of its Subsidiaries (other than Hess GP, the Borrower or any of its Subsidiaries) under any Material Agreement, provided that such obligations (A) shall not constitute indebtedness for borrowed money (including indebtedness evidenced by debt securities) or other obligations primarily intended as a financing obligation and (B) shall not be transferred to any Person other than Hess or any of its Subsidiaries;

(vii) Guarantees of Debt permitted under this Section, provided that a Restricted Subsidiary that is not a Loan Party shall not Guarantee Debt that it would not have been permitted to incur under this Section if it were a primary obligor thereon;

(viii) Debt in respect of trade letters of credit issued for the account of the Borrower or any of its Restricted Subsidiaries;

(ix) Debt owed in respect of any overdrafts and related liabilities arising from treasury, depository and cash management services or in connection with any automated clearing-house transfers of funds; provided that such Debt shall be repaid in full within 30 days of the incurrence thereof;

(x) Debt of the Borrower or any Restricted Subsidiary (A) incurred to finance the acquisition, construction or improvement of any fixed or capital assets, including Capitalized Lease Obligations, but only to the extent that such Debt is incurred prior to or within 180 days after such acquisition or the completion of such construction or improvement, or (B) assumed in connection with the acquisition of any fixed or capital assets, and any extensions, renewals and refinancings of any of the foregoing; provided that, immediately after giving

effect to the creation, incurrence or assumption of any such Debt, the sum, without duplication, of (I) the aggregate principal amount of all Debt outstanding in reliance on this clause (x), together with the aggregate principal amount of all Debt outstanding in reliance on Sections 6.01(a)(xi) and 6.01(a)(xii), and (II) the aggregate amount of Attributable Debt under all Sale/Leaseback Transactions then outstanding shall not exceed 15% of the Consolidated Net Tangible Assets as of such time;

(xi) Debt of any Restricted Subsidiary of the Borrower that becomes a Subsidiary after the Availability Date (or of any Person not previously a Subsidiary that is merged or consolidated with or into any such Restricted Subsidiary) in a transaction permitted hereunder, but only to the extent that such Debt exists at the time such Person becomes a Subsidiary (or is so merged or consolidated) and is not created in contemplation of or in connection with such Person becoming a Subsidiary (or such merger or consolidation); provided that, immediately after giving effect to the creation, incurrence or assumption of any such Debt, the sum, without duplication, of (1) the aggregate principal amount of all Debt outstanding in reliance on this clause (xi), together with the aggregate principal amount of all Debt outstanding in reliance on Sections 6.01(a)(x) and 6.01(a)(xii), and (2) the aggregate amount of Attributable Debt under all Sale/Leaseback Transactions then outstanding shall not exceed 15% of the Consolidated Net Tangible Assets as of such time;

(xii) other Debt of the Borrower and Restricted Subsidiaries; provided that, immediately after giving effect to the creation, incurrence or assumption of any such Debt, the sum, without duplication, of (1) the aggregate principal amount of all Debt outstanding in reliance on this clause (xii), together with the aggregate principal amount of all Debt outstanding in reliance on Sections 6.01(a)(x) and 6.01(a)(xi), and (2) the aggregate amount of Attributable Debt under all Sale/Leaseback Transactions then outstanding shall not exceed 15% of the Consolidated Net Tangible Assets as of such time;

(xiii) other Debt of Hess TGP Operations LP, Hess Export Logistics Operations LP, Hess North Dakota Pipelines Operations LP and any other Subsidiary that is not wholly owned, directly or indirectly, by the Borrower; provided that the aggregate principal amount of all Debt outstanding in reliance on this clause (xiii) shall not at any time exceed $50,000,000; and

(xiv) Debt of the Borrower or any Restricted Subsidiary owing to the Borrower or any Restricted Subsidiary in respect of cash pooling arrangements entered into in the ordinary course of business among the Borrower and the Restricted Subsidiaries.

(b) From and after the Investment Grade Rating Date, the Borrower will not permit any of its Restricted Subsidiaries that is not a Loan Party to create, incur, assume or permit to exist any Debt, except (without limiting the provisions of Section 6.12):

(i) Debt of any such Restricted Subsidiary owing to the Borrower or any of its Restricted Subsidiaries; provided that such Debt shall not have been transferred to any Person other than the Borrower or any of its Subsidiaries;

(ii) Debt in respect of trade letters of credit issued for the account of any such Restricted Subsidiary;

(iii) Debt owed in respect of any overdrafts and related liabilities arising from treasury, depository and cash management services or in connection with any automated clearing-house transfers of funds; provided that such Debt shall be repaid in full within 30 days of the incurrence thereof;

(iv) Debt of any such Restricted Subsidiary (A) incurred to finance the acquisition, construction or improvement of any fixed or capital assets, including Capitalized Lease Obligations, provided that such Debt is incurred prior to or within 180 days after such acquisition or the completion of such construction or improvement, or (B) assumed in connection with the acquisition of any fixed or capital assets, and any extensions, renewals and refinancings of any of the foregoing;

(v) Debt of any such Restricted Subsidiary that becomes a Subsidiary of the Borrower after the Availability Date (or of any Person not previously a Subsidiary that is merged or consolidated with or into any such Restricted Subsidiary) in a transaction permitted hereunder, provided that such Debt exists at the time such Person becomes a Subsidiary (or is so merged or consolidated) and is not created in contemplation of or in connection with such Person becoming a Subsidiary (or such merger or consolidation);

(vi) to the extent constituting Debt, obligations of any such Restricted Subsidiary owing to Hess or any of its Subsidiaries (other than the Borrower or any of its Subsidiaries) under any Material Agreement, provided that such obligations (A) shall not constitute indebtedness for borrowed money (including indebtedness evidenced by debt securities) or other obligations primarily intended as a financing obligation and (B) shall not be transferred to any Person other than Hess or any of its Subsidiaries (other than the Borrower or any of its Subsidiaries);

(vii) Guarantees of Debt permitted under this Section; provided that a Restricted Subsidiary that is not a Loan Party shall not Guarantee Debt that it would not have been permitted to incur under this Section if it were a primary obligor thereon;

(viii) other Debt of such Restricted Subsidiaries, provided that, immediately after giving effect to the creation, incurrence or assumption of any such Debt, the sum, without duplication, of (1) the aggregate principal amount of all Debt outstanding in reliance on this clause (viii), (2) the aggregate principal amount of all Debt of the Borrower or any other Loan Party then outstanding that

is secured by Liens permitted under Section 6.02(b)(x) and (3) the aggregate amount of Attributable Debt under all Sale/Leaseback Transactions then outstanding shall not exceed 15% of the Consolidated Net Tangible Assets as of such time; and

(ix) other Debt of Hess TGP Operations LP, Hess Export Logistics Operations LP, Hess North Dakota Pipelines Operations LP and any other Subsidiary that is not wholly owned, directly or indirectly, by the Borrower; provided that the aggregate principal amount of all Debt outstanding in reliance on this clause (ix) shall not at any time exceed $50,000,000.

SECTION 6.02. Liens. The Borrower will not, and will not permit any of its Restricted Subsidiaries to, create, incur, assume or permit to exist any Lien on any property or asset now owned or hereafter acquired by it, or assign or sell any income or revenues (including accounts receivable) or rights in respect of any thereof, except:

(a) Prior to the Investment Grade Rating Date:

(i) Permitted Encumbrances;

(ii) any Lien on any property or asset of the Borrower or any Restricted Subsidiary existing on the Availability Date and set forth in Schedule 6.02; provided that (A) such Lien shall not apply to any other property or asset of the Borrower or any Restricted Subsidiary and (B) such Lien shall secure only those obligations that it secures on the Closing Date and extensions, renewals and replacements thereof that do not increase the outstanding principal amount thereof;

(iii) Liens under any Sale/Leaseback Transaction permitted under Section 6.03(a);

(iv) in connection with the sale or transfer of any Equity Interests or other assets in a transaction permitted hereunder, customary rights and restrictions contained in agreements relating to such sale or transfer pending the completion thereof;

(v) in the case of (A) the Equity Interests of any Restricted Subsidiary that is not a wholly owned Subsidiary or (B) the Equity Interests of any Person that is not a Restricted Subsidiary (including any Unrestricted Subsidiary), in each case, owned by the Borrower or any Restricted Subsidiary, any encumbrance, restriction or other Lien, including any put and call arrangements, related to such Equity Interests set forth in (1) the organizational documents of such Restricted Subsidiary or such other Person or any related joint venture, shareholders' or similar agreement or (2) in the case of any such Person that is not a Restricted Subsidiary (including any Unrestricted Subsidiary), any agreement or document governing Debt of such Person;

(vi) Liens solely on any cash earnest money deposits, escrow arrangements or similar arrangements made by the Borrower or any Restricted Subsidiary in connection with any letter of intent or purchase agreement for an Acquisition or other transaction permitted hereunder;

(vii) Liens securing Debt or other obligations of (A) the Borrower or any other Loan Party in favor of any Loan Party or (B) any Restricted Subsidiary that is not a Loan Party in favor of the Borrower or any of its Restricted Subsidiaries;

(viii) Liens securing Debt of the Borrower or any of its Restricted Subsidiaries incurred to finance the acquisition, construction or improvement of fixed or capital assets; provided that (A) such Liens secure only Debt permitted by Section 6.01(a)(x) and obligations relating thereto not constituting Debt and (B) such Liens do not at any time encumber any property other than the property financed by such Debt;

(ix) any Lien existing on any property or asset prior to the acquisition thereof by the Borrower or any of its Subsidiaries or existing on any property or asset of any Person that becomes a Subsidiary after the Availability Date prior to the time such Person becomes a Subsidiary; provided that (A) such Liens secure only Debt permitted by Section 6.01(a)(xi) and obligations relating thereto not constituting Debt, (B) such Lien is not created in contemplation of or in connection with such acquisition or such Person becoming a Subsidiary, (C) such Lien shall not apply to any other property or assets of the Borrower or any of its Restricted Subsidiaries and (D) such Lien shall secure those obligations that it secures on the date of such acquisition or the date such Person becomes a Subsidiary, and extensions, renewals and refinancings thereof that do not increase the outstanding principal amount thereof;

(x) Liens securing Debt permitted under Section 6.01(a)(xii);

(xi) Liens on assets of Hess TGP Operations LP, Hess Export Logistics Operations LP, Hess North Dakota Pipelines Operations LP or any other Subsidiary that is not wholly owned, directly or indirectly, by the Borrower securing Debt of such Subsidiary permitted under Section 6.01(a)(xiii); and

(xii) Liens created under the Loan Documents.

(b) From and after the Investment Grade Rating Date:

(i) Permitted Encumbrances;

(ii) any Lien on any property or asset of the Borrower or any Restricted Subsidiary existing on the Availability Date and set forth in Schedule 6.02; provided that (A) such Lien shall not apply to any other property or asset of the Borrower or any Restricted Subsidiary and (B) such Lien shall secure only those obligations that it secures on the Closing Date and extensions, renewals and replacements thereof that do not increase the outstanding principal amount thereof;

(iii) Liens under any Sale/Leaseback Transaction permitted under Section 6.03(b);

(iv) in connection with the sale or transfer of any Equity Interests or other assets in a transaction permitted hereunder, customary rights and restrictions contained in agreements relating to such sale or transfer pending the completion thereof;

(v) in the case of (A) the Equity Interests of any Restricted Subsidiary that is not a wholly owned Subsidiary or (B) the Equity Interests of any Person that is not a Restricted Subsidiary (including any Unrestricted Subsidiary), in each case owned by the Borrower or any Restricted Subsidiary, any encumbrance, restriction or other Lien, including any put and call arrangements, related to such Equity Interests set forth in (1) the organizational documents of such Restricted Subsidiary or such other Person or any related joint venture, shareholders' or similar agreement or (2) in the case of any such Person that is not a Restricted Subsidiary (including any Unrestricted Subsidiary), any agreement or document governing Debt of such Person;

(vi) Liens solely on any cash earnest money deposits, escrow arrangements or similar arrangements made by the Borrower or any Restricted Subsidiary in connection with any letter of intent or purchase agreement for an Acquisition or other transaction permitted hereunder;

(vii) Liens securing Debt of the Borrower or any of its Restricted Subsidiaries incurred to finance the acquisition, construction or improvement of fixed or capital assets; provided that (A) such Debt is incurred prior to or within 180 days after such acquisition or the completion of such construction or improvement and (B) such Liens do not at any time encumber any property other than the property financed by such Debt;

(viii) any Lien existing on any property or asset prior to the acquisition thereof by the Borrower or any of its Subsidiaries or existing on any property or asset of any Person that becomes a Subsidiary after the Availability Date prior to the time such Person becomes a Subsidiary; provided that (A) such Lien is not created in contemplation of or in connection with such acquisition or such Person becoming a Subsidiary, (B) such Lien shall not apply to any other property or assets of the Borrower or any of its Restricted Subsidiaries and (C) such Lien shall secure only those obligations that it secures on the date of such acquisition or the date such Person becomes a Subsidiary, and extensions, renewals and replacements thereof that do not increase the outstanding principal amount thereof;

(ix) Liens securing Debt or other obligations of any Restricted Subsidiary in favor of the Borrower or any of its Restricted Subsidiaries;

(x) Liens securing Debt not otherwise permitted by this Section 6.02(b); provided that, immediately after giving effect to the creation, incurrence or assumption of any such Lien or of any Debt secured thereby, the sum, without duplication of (1) the aggregate outstanding principal amount of all Debt of the Borrower or any other Loan Party secured in reliance on this clause (x), (2) the aggregate principal amount of all Debt of any Restricted Subsidiary that is not a Loan Party then outstanding under Section 6.01(b)(viii) and (3) the aggregate amount of Attributable Debt under all Sale/Leasebacks Transactions then outstanding does not exceed 15% of the Consolidated Net Tangible Assets as of such time;

(xi) Liens on assets of Hess TGP Operations LP, Hess Export Logistics Operations LP, Hess North Dakota Pipelines Operations LP or any other Subsidiary that is not wholly owned, directly or indirectly, by the Borrower securing Debt of such Subsidiary permitted under Section 6.01(b)(ix); and

(xii) Liens created under the Loan Documents.

SECTION 6.03. Sale/Leaseback Transactions. (a) Prior to the Investment Grade Rating Date, the Borrower will not, and will not permit any of its Restricted Subsidiaries to, enter into any Sale/Leaseback Transaction unless (i) the sale or transfer of the property thereunder is permitted under Sections 6.04 and 6.08 and (ii) immediately after giving effect to such Sale/Leaseback Transaction, the aggregate amount of all Attributable Debt under all Sale/Leaseback Transactions then outstanding would be permitted under Section 6.01(a)(xii).

(b) From and after the Investment Grade Rating Date, the Borrower will not, and will not permit any of its Restricted Subsidiaries to, enter into any Sale/Leaseback Transaction unless (i) the sale or transfer of the property thereunder is permitted under Sections 6.04 and 6.08 and (ii) immediately after giving effect to such Sale/Leaseback Transaction, the aggregate amount of all Attributable Debt under all Sale/Leaseback Transactions then outstanding would be permitted under Section 6.01(b)(viii).

SECTION 6.04. Fundamental Changes. (a) The Borrower will not, and will not permit any of its Restricted Subsidiaries to, merge into or consolidate with any other Person, or permit any other Person to merge into or consolidate with it, or liquidate or dissolve, except that, if at the time thereof and immediately after giving effect thereto no Default shall have occurred and be continuing, (i) any Person may merge into the Borrower in a transaction in which the Borrower is the surviving entity, (ii) any Person (other than the Borrower) may merge or consolidate with any Restricted Subsidiary in a transaction in which the surviving entity is a Restricted Subsidiary (and, if any party to such merger or consolidation is a Guarantor, the surviving entity is a Guarantor or shall contemporaneously therewith become a Guarantor), (iii) any Restricted Subsidiary may

merge into or consolidate with any Person (other than the Borrower) in a transaction permitted under Section 6.08 in which, after giving effect to such transaction, the surviving entity is not a Subsidiary and (iv) any Subsidiary may liquidate or dissolve if the Borrower determines in good faith that such liquidation or dissolution is (A) in the best interests of the Borrower and (B) would not have a materially adverse effect on the interests of the Lenders.

(b) The Borrower will not, and will not permit any of its Restricted Subsidiaries to, sell, transfer, lease, license or otherwise dispose of (in one transaction or in a series of transactions, and whether directly or through any merger or consolidation) assets representing all or substantially all the consolidated assets of the Borrower and the Restricted Subsidiaries (whether now owned or hereafter acquired), taken as a whole (it being understood that this paragraph (b) shall not restrict sales, transfers, leases, licenses or other disposition of assets between or among the Borrower and its Restricted Subsidiaries).

(c) The Borrower will not, and will not permit any of its Restricted Subsidiaries to, engage to any material extent in any business other than businesses and activities of the type conducted by the Borrower and its Restricted Subsidiaries on the Availability Date and any business and activities of the type contemplated by or referred to in the Registration Statement and businesses and activities reasonably related, incidental or complementary thereto or that are reasonable extensions, developments or expansions thereof.

SECTION 6.05. Restrictive Agreements. The Borrower will not, and will not permit any of its Material Subsidiaries to, directly or indirectly, enter into, incur or permit to exist any agreement or other arrangement with any Person (other than any such agreements or arrangements between or among the Borrower and its Restricted Subsidiaries) that prohibits, restricts or imposes any condition upon (a) the ability of any Restricted Subsidiary to pay dividends or other distributions with respect to its Equity Interests or to make or repay loans or advances to the Borrower or any Restricted Subsidiary or (b) the ability of the Borrower or any Guarantor to create, incur or permit to exist any Lien upon any of its assets to secure any Obligations; provided that the foregoing shall not apply to (a) prohibitions, restrictions or conditions imposed by law or by the Loan Documents, (b) prohibitions, restrictions or conditions contained in, or existing by reason of, any agreement or instrument set forth on Schedule 6.05 (but shall apply to any amendment or modification expanding the scope of any such prohibition, restriction or condition), (c) in the case of any Restricted Subsidiary that is not a wholly owned Subsidiary, prohibitions, restrictions and conditions imposed by its organizational documents or any related joint venture or similar agreement, provided that such prohibitions, restrictions and conditions apply only to such Restricted Subsidiary and to any Equity Interests in such Subsidiary, (d) customary prohibitions, restrictions and conditions contained in agreements relating to the sale of a Restricted Subsidiary, or a business unit, division, product line or line of business, that are applicable solely pending such sale, provided that such prohibitions, restrictions and conditions apply only to the Restricted Subsidiary, or the business unit, division, product line or line of business, that is to be sold and such sale is permitted hereunder, (e) prohibitions, restrictions and

conditions imposed by agreements relating to Debt of any Restricted Subsidiary in existence at the time such Restricted Subsidiary became a Subsidiary and not created in contemplation thereof and otherwise permitted by Section 6.01 (but shall apply to any amendment or modification expanding the scope of, any such restriction or condition), provided that such prohibitions, restrictions and conditions apply only to such Restricted Subsidiary, and (f) prohibitions, restrictions and conditions imposed by agreements relating to any Debt of the Borrower or a Material Subsidiary permitted hereunder to the extent, in the good faith judgment of the Borrower, such prohibitions, restrictions and conditions, at the time such Debt is incurred, are on customary market terms for Debt of such type, so long as the Borrower has determined in good faith that such prohibitions, restrictions and conditions would not reasonably be expected to impair in any material respect the ability of the Borrower and the other Loan Parties to meet their ongoing obligations under the Loan Documents. Nothing in this paragraph shall be deemed to modify the requirements set forth in the definition of the term "Collateral and Guarantee Requirement" or the obligations of the Loan Parties under Sections 5.11 or 5.14 or under the Security Documents.

SECTION 6.06. Transactions with Affiliates. The Borrower will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, enter into or engage in any material transaction (including any sale, lease, transfer, purchase or acquisition of any assets or the rendering of any service or the amendment, restatement, supplement or other modification to, or waiver of any rights under, any Material Agreement, or the entry into any new Material Agreement) with any of its Affiliates, except on terms and conditions, taken as a whole, that are substantially as favorable to the Borrower or such Restricted Subsidiary as those that would prevail in an arm's-length transaction with unrelated third parties; provided that the foregoing restriction shall not apply to (a) transactions between or among the Borrower and its Restricted Subsidiaries and not involving any other Affiliate, (b) transactions involving any employee benefit plans or related trusts of the Borrower or any of its Affiliates, (c) the Midstream MLP IPO Transactions and the Midstream MLP Drop-Down Transactions, (d) any agreement attached as an exhibit to or described in the Registration Statement and any transactions pursuant to any such agreement, (e) Restricted Payments permitted hereunder, and Investments in (including credit support of) any joint venture (other than an Unrestricted Subsidiary) not otherwise prohibited hereunder, (f) transactions entered into with Hess or any of its Subsidiaries (other than the Borrower or any of its Subsidiaries) (i) on terms and conditions that are fair and reasonable to the Borrower and its Restricted Subsidiaries (as reasonably determined by a Financial Officer of the Borrower), taking into account the totality of the relationship between the Borrower and its Restricted Subsidiaries, on the one hand, and Hess and its Subsidiaries (other than the Borrower or any of its Subsidiaries), on the other or (ii) with respect to which the Borrower shall have delivered to the Administrative Agent a favorable fairness opinion from a third-party appraiser of recognized standing, (g) the payment of reasonable compensation, fees and expenses to, and indemnity provided on behalf of, directors and officers of Hess GP, the Borrower or any of its Subsidiaries in the ordinary course of business, (h) issuances by the Borrower of Equity Interests and receipt by the Borrower of capital contributions, (i) transactions approved by the Conflicts Committee of the Board of Directors (or equivalent governing body) of Hess GP (or the equivalent successor body to such Conflicts Committee) and (j) any corporate sharing agreements with respect to tax sharing and general overhead and administrative matters.

SECTION 6.07. Restricted Payments. Prior to the Investment Grade Rating Date, the Borrower will not declare or make, directly or indirectly, any Restricted Payment if at the time thereof an Event of Default shall have occurred and be continuing or would result therefrom.

SECTION 6.08. Dispositions. The Borrower will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, convey, sell, transfer or otherwise dispose of assets (including Equity Interests) if at the time thereof a Default or an Event of Default shall have occurred and be continuing or would result therefrom; provided that, notwithstanding the foregoing, the Borrower and its Restricted Subsidiaries may (a) enter into sales of inventory in the ordinary course of business, (b) enter into sales or transfers of equipment that is no longer necessary for the business of the Borrower or such Restricted Subsidiary or is replaced by equipment of at least comparable value and use, (c) enter into leases of transportation capacity, storage capacity and processing capacity, in each case the ordinary course of business, (d) enter into conveyances, sales, transfers and other dispositions between or among the Borrower and its Restricted Subsidiaries and (e) make Restricted Payments permitted pursuant to Section 6.07.

SECTION 6.09. Changes in Organizational Documents and Material Agreements. The Borrower will not, and will not permit any other Loan Party to, make any changes to its organizational documents, and the Borrower will not, and will not permit any of its Restricted Subsidiaries to, make any changes to any Material Agreement, in each case in any manner that, individually or in the aggregate, could reasonably be expected to be adverse in any material respect to the interests of the Lenders.

SECTION 6.10. Leverage Ratio. The Borrower shall not permit the Leverage Ratio to exceed, as of the last day of any fiscal quarter of the Borrower for which financial statements have been, or are required to be, delivered hereunder, commencing with the first fiscal quarter ended after the Availability Date, (a) at any time during an Acquisition Period, 5.00 to 1.00 and (b) otherwise, 4.50 to 1.00.

SECTION 6.11. Ownership of Subsidiaries. The Borrower will not, and will not permit any of its Restricted Subsidiaries, to own, directly or indirectly, more than 82.5% of a Subsidiary that is not, directly or indirectly, wholly owned by the Borrower.

SECTION 6.12. Debt of Non-Wholly Owned Restricted Subsidiaries. Notwithstanding anything to the contrary contained herein, the Borrower will not permit any Restricted Subsidiary that is not, directly or indirectly, wholly owned by the Borrower (including Hess TGP Operations LP, Hess Export Logistics Operations LP and Hess North Dakota Pipelines Operations LP and their respective Restricted Subsidiaries) to, directly or indirectly:

(a) create, incur, assume or permit to exist any Debt (including any Guarantee of any Debt of any other Person), other than (i) Debt owing to the Borrower or any other Restricted Subsidiary to the extent (B) such Debt is incurred from each holder of Equity Interests in such Subsidiary on identical terms and in an amount that is proportionate to the Equity Interests held thereby in such Subsidiary and (B) all payments or prepayments in respect of such Debt are made ratably to the holders thereof, (ii) Debt of any such Restricted Subsidiary or any of its Restricted Subsidiaries owing to such Restricted Subsidiary or any of its Restricted Subsidiaries and (iii) other Debt (excluding Guarantees of Debt of any other Person) in an aggregate principal amount at any time outstanding for all such Restricted Subsidiaries not to exceed $100,000,000; or

(b) enter into (or Guarantee any obligations of any Person under) any Swap Agreement.

SECTION 6.13. Changes in Fiscal Year. The Borrower will not, and will not permit any of its Subsidiaries to, change its fiscal year to end on a date other than December 31.

SECTION 6.14. ERISA. The Borrower will not, and will not permit any of its Restricted Subsidiaries to, maintain or contribute to (or have an obligation to contribute to) a Plan.

ARTICLE VII

Events of Default

If any of the following events ("Events of Default") shall occur:

(a) the Borrower shall be in default in the payment when due of any principal of any Loan on the maturity date thereof or any reimbursement obligation in respect of any LC Disbursement on the date on which the same shall become due;

(b) the Borrower shall be in default for five days in the payment when due of any interest on any Loan or any other amount (other than principal) due hereunder;

(c) any representation or warranty made or deemed made by the Borrower or any other Loan Party in or in connection with any Loan Document or in any certificate of furnished to the Administrative Agent, any Issuing Bank or any Lender in connection with any Loan Document shall prove to have been incorrect, when made or deemed made, in any material respect;

(d) (i) any Loan Party shall be in default in the performance of (A) any covenant applicable to it contained in Section 5.02(a), 5.03 (solely with respect to legal existence of the Borrower), 5.09 or 5.12 or in Article VI, or (B) any other covenant, condition or agreement applicable to it contained in any Loan Document (other those specified in clause (a) or (b) of this Article or in the

preceding subclause (A)), or (ii) HIP shall be in default in the performance of any covenant or agreement applicable to it contained in the HIP Prepayment Agreement (as in effect on the Closing Date); provided that, in the case of a default referred to in subclause (i)(B) or (ii), such default shall have continued for 30 consecutive days after such default shall have become known to the Borrower;

(e) (i) any event or condition occurs that results in any Material Indebtedness of the Borrower or any Subsidiary becoming due or required to be prepaid, repurchased, redeemed or defeased prior to its scheduled maturity, or that enables or permits (all the grace periods having expired) the holder or holders of any such Material Indebtedness, or any trustee or agent on its or their behalf, to cause such Material Indebtedness to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity; provided that this clause (i) shall not apply to (A) any secured Debt that becomes due as a result of the voluntary sale or transfer of the assets securing such Debt or (B) any Debt that becomes due as a result of a voluntary refinancing thereof permitted under Section 6.01; or (ii) the Borrower or any of its Subsidiaries shall fail to pay any Swap Payment Obligation of such Person in excess of $50,000,000 when due and payable (whether by acceleration or otherwise), unless such Person is contesting such Swap Payment Obligation in good faith by appropriate proceedings and has set aside appropriate reserves relating thereto in accordance with GAAP;

(f) final judgment for the payment of money in excess of $50,000,000 shall be rendered against the Borrower or any of its Subsidiaries, and the same shall remain undischarged for a period of 60 days during which the judgment shall not be on appeal with the execution thereof being effectively stayed or execution thereof shall not be otherwise effectively stayed;

(g) the Borrower or any of its Material Subsidiaries shall (i) apply for or consent to the appointment of a receiver, trustee, administrator or liquidator of itself or of all or a substantial part of its assets, (ii) be unable, or admit in writing its inability or failure, to pay its debts generally, (iii) make a general assignment for the benefit of creditors, (iv) be adjudicated to be bankrupt or insolvent, (v) commence any case, proceeding or other action under any existing or future law relating to bankruptcy, insolvency, reorganization or relief of debtors seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent entity, or seeking reorganization, arrangement, adjustment, winding up, liquidation, dissolution, composition or other relief with respect to it or its debts or an arrangement with creditors or taking advantage of any insolvency law or proceeding for the relief of debtors, or file an answer admitting the material allegations of a petition filed against it in any bankruptcy, reorganization or insolvency proceeding, or (vi) take corporate action for the purpose of effecting any of the foregoing;

(h) any case, proceeding or other action shall be instituted in any court of competent jurisdiction against the Borrower or any of its Material Subsidiaries,

seeking in respect of the Borrower or any of its Material Subsidiaries adjudication in bankruptcy, reorganization, dissolution, winding up, liquidation, administration, a composition or arrangement with creditors, a readjustment of debts, the appointment of a trustee, receiver, administrator, liquidator or the like of the Borrower or any of its Material Subsidiaries or of all or any substantial part of its assets, or other like relief in respect of the Borrower or any of its Material Subsidiaries under any bankruptcy or insolvency law, and such case, proceeding or other action results in an entry of an order for relief or any such adjudication or appointment or if such case, proceeding or other action is being contested by the Borrower or any of its Material Subsidiaries in good faith, the same shall continue undismissed, or unstayed and in effect, for any period of 60 consecutive days;

(i) a Change of Control shall occur;

(j) prior to the date on which the Collateral and Guarantee Release Condition has been satisfied, any Guarantee under the Guarantee Agreement shall cease to be, or shall be asserted by any Loan Party not to be, in full force and effect, except as a result of the release thereof as provided in the Guarantee Agreement or Section 9.18 hereof; or

(k) prior to the date on which the Collateral and Guarantee Release Condition has been satisfied, any Security Document shall cease to be, or shall be asserted by any Loan Party not to be, in full force and effect, or any Lien purported to be created under any Security Document shall cease to be a valid and perfected Lien on any material portion of the Collateral, with the priority required by the applicable Security Document, except as a result of (i) a sale or transfer of the applicable Collateral in a transaction permitted under the Loan Documents, (ii) the release of the applicable Collateral as provided in the applicable Security Document or Section 9.18 hereof or (iii) the Administrative Agent's failure to maintain possession of any stock certificate, promissory note or other instrument delivered to it under the Collateral Agreement or to maintain in effect Uniform Commercial Code financing statements;

then, and in every such event (other than an event with respect to the Borrower described in clause (g) or (h) of this Article), and at any time thereafter during the continuance of such event, the Administrative Agent shall, at the request of the Required Lenders, by notice to the Borrower, take any or all of the following actions, at the same or different times: (i) terminate the Commitments, and thereupon the Commitments shall terminate immediately, (ii) declare the Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and other obligations of the Borrower hereunder, shall become due and payable immediately and (iii) require the deposit of cash collateral in respect of LC Exposure as provided in Section 2.05(j), in each case, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower; and in case of any event with respect to the Borrower described in clause (g) or (h) of this Article, the Commitments

shall automatically terminate, the principal of the Loans then outstanding, together with accrued interest thereon and all fees and other obligations of the Borrower hereunder, shall immediately and automatically become due and payable and the deposit of such cash collateral in respect of LC Exposure shall immediately and automatically become due, in each case, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower.

In addition to any other rights and remedies granted to the Administrative Agent and the Lenders in the Loan Documents, the Administrative Agent on behalf of the Lenders may exercise all rights and remedies of a secured party under the New York Uniform Commercial Code or any other applicable law. Without limiting the generality of the foregoing, the Administrative Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon any Loan Party or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, or consent to the use by any Loan Party of any cash collateral arising in respect of the Collateral on such terms as the Administrative Agent deems reasonable, and/or may forthwith sell, lease, assign give an option or options to purchase or otherwise dispose of and deliver, or acquire by credit bid on behalf of the Lenders, the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Administrative Agent or any Lender or elsewhere, upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery, all without assumption of any credit risk. The Administrative Agent or any Lender shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in any Loan Party, which right or equity is hereby waived and released. Each Loan Party further agrees, at the Administrative Agent's request, to assemble the Collateral and make it available to the Administrative Agent at places which the Administrative Agent shall reasonably select, whether at such Loan Party's premises or elsewhere. The Administrative Agent shall apply the net proceeds of any action taken by it pursuant to this Article VII, after deducting all reasonable costs and expenses of every kind incurred in connection therewith or incidental to the care or safekeeping of any of the Collateral or in any other way relating to the Collateral or the rights of the Administrative Agent and the Lenders hereunder, including reasonable attorneys' fees and disbursements, to the payment in whole or in part of the obligations of the Loan Parties under the Loan Documents, in such order as the Administrative Agent may elect, and only after such application and after the payment by the Administrative Agent of any other amount required by any provision of law, including Section 9-615(a)(3) of the New York Uniform Commercial Code, need the Administrative Agent account for the surplus, if any, to any Loan Party. To the extent permitted by applicable law, each Loan Party waives all claims, damages and demands it may acquire against the Administrative Agent or any Lender arising out of the exercise by them of any rights hereunder. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 10 days before such sale or other disposition.

ARTICLE VIII

The Administrative Agent

Each of the Lenders and Issuing Banks hereby irrevocably appoints the entity named as the Administrative Agent in the heading of this Agreement and its successors to serve as administrative agent under the Loan Documents and authorizes the Administrative Agent to take such actions and to exercise such powers as are delegated to the Administrative Agent by the terms of the Loan Documents, together with such actions and powers as are reasonably incidental thereto.

The Person serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender, an Issuing Bank or a Swingline Lender as any other Lender, Issuing Bank or Swingline Lender and may exercise the same as though it were not the Administrative Agent, and such Person and its Affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with the Borrower or any of its Subsidiaries or other Affiliates as if it were not the Administrative Agent hereunder and without any duty to account therefor to the Lenders, Issuing Banks or Swingline Lenders.

The Administrative Agent shall not have any duties or obligations except those expressly set forth in the Loan Documents, and its duties hereunder shall be administrative in nature. Without limiting the generality of the foregoing, (a) the Administrative Agent shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing (and it is understood and agreed that the use of the term "agent" herein or in any other Loan Documents (or any other similar term) with reference to the Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law, and that such term is used as a matter of market custom and is intended to create or reflect only an administrative relationship between contracting parties), (b) the Administrative Agent shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated by the Loan Documents that the Administrative Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent shall believe in good faith to be necessary, under the circumstances as provided in the Loan Documents), provided that the Administrative Agent shall not be required to take any action that, in its opinion, could expose the Administrative Agent to liability or be contrary to any Loan Document or applicable law, rule or regulation, and (c) except as expressly set forth in the Loan Documents, the Administrative Agent shall not have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Subsidiaries or other Affiliates that is communicated to or obtained by the Person serving as Administrative Agent or any of its Affiliates in any capacity. The Administrative Agent shall not be liable for any action taken or not taken by it with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the

Administrative Agent shall believe in good faith to be necessary, under the circumstances as provided in the Loan Documents) or in the absence of its own gross negligence or willful misconduct, with such absence to be presumed unless otherwise determined by a court of competent jurisdiction by a final and non-appealable judgment. The Administrative Agent shall be deemed not to have knowledge of any Default unless and until written notice thereof (stating that it is a "notice of default") is given to the Administrative Agent by the Borrower or a Lender, and the Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with any Loan Document, (ii) the contents of any certificate, report or other document delivered thereunder or in connection therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth in any Loan Document or the occurrence of any Default, (iv) the sufficiency, validity, enforceability, effectiveness or genuineness of any Loan Document or any other agreement, instrument or document, or (v) the satisfaction of any condition set forth in Article IV or elsewhere in any Loan Document, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed or sent by the proper Person. The Administrative Agent also may rely, and shall not incur any liability for relying, upon any statement made to it orally or by telephone and believed by it to be made by the proper Person, and may act upon any such statement prior to receipt of written confirmation thereof. The Administrative Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

The Administrative Agent may perform any and all its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by the Administrative Agent; provided that, other than in the case of any such sub-agent that is an Affiliate of the Administrative Agent, the Administrative Agent shall provide prompt written notice of such appointment to the Borrower. The Administrative Agent and any such sub-agent may perform any and all its duties and exercise its rights and powers through their respective Related Parties. The exculpatory provisions of the preceding paragraphs shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent.

Subject to the appointment and acceptance of a successor Administrative Agent as provided in this paragraph, the Administrative Agent may resign at any time by notifying the Lenders, the Issuing Banks and the Borrower. Upon any such resignation, the Required Lenders shall have the right, in consultation with the Borrower, to appoint one of the Lenders a successor. If no such successor shall have been so appointed by the

Required Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation, then the retiring Administrative Agent may, on behalf of the Lenders and in consultation with the Borrower, appoint one of the Lenders as a successor Administrative Agent which shall be a bank with an office in New York, New York, or an Affiliate of any such bank. If the Administrative Agent is a Defaulting Lender pursuant to clause (d) of the definition thereof, the Required Lenders may, to the extent permitted by applicable law, by notice in writing to the Borrower and the Administrative Agent, remove the Administrative Agent in its capacity as such and, in consultation with the Borrower, appoint a successor. Upon the acceptance of its appointment as Administrative Agent hereunder by a successor, such successor shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent, and the retiring Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents. The fees payable by the Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the Administrative Agent's resignation hereunder, the provisions of this Article and Section 9.03 shall continue in effect for its benefit in respect of any actions taken or omitted to be taken by it while it was acting as Administrative Agent.

Each Lender acknowledges that it has, independently and without reliance upon the Administrative Agent, any Issuing Bank or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent, any Issuing Bank or any other Lender, or any of the Related Parties of any of the foregoing, and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

Each Lender, by delivering its signature page to this Agreement, or delivering its signature page to an Assignment and Acceptance or any other Loan Document pursuant to which it shall become a Lender hereunder, shall be deemed to have acknowledged receipt of, and consented to and approved, each Loan Document and each other document required to be delivered to, or be approved by or satisfactory to, the Administrative Agent or the Lenders on the Closing Date.

Except with respect to the exercise of setoff rights of any Lender in accordance with Section 9.09 or with respect to a Lender's right to file a proof of claim in an insolvency proceeding, no Secured Party shall have any right individually to realize upon any of the Collateral or to enforce any Guarantee of the Obligations, it being understood and agreed that all powers, rights and remedies under the Loan Documents may be exercised solely by the Administrative Agent on behalf of the Secured Parties in accordance with the terms thereof.

In furtherance of the foregoing and not in limitation thereof, no Secured Swap Agreement or Secured Cash Management Agreement the obligations under which constitute Obligations will create (or be deemed to create) in favor of any Secured Party that is a party thereto any rights in connection with the management or release of any Collateral or of the obligations of any Loan Party under any Loan Document. By accepting the benefits of the Collateral, each Secured Party that is a party to any such Secured Swap Agreement or Secured Cash Management Agreement shall be deemed to have appointed the Administrative Agent to serve as administrative agent and collateral agent under the Loan Documents and agreed to be bound by the Loan Documents as a Secured Party thereunder, subject to the limitations set forth in this paragraph.

The Administrative Agent shall not be responsible for or have a duty to ascertain or inquire into any representation or warranty regarding the existence, value or collectability of the Collateral, the existence, priority or perfection of the Administrative Agent's Lien thereon, or any certificate prepared by any Loan Party in connection therewith, nor shall the Administrative Agent be responsible or liable to the Secured Parties for any failure to monitor or maintain any portion of the Collateral.

In case of the pendency of any proceeding with respect to any Loan Party under any Federal, State or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, the Administrative Agent (irrespective of whether the principal of any Loan or any LC Disbursement shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be entitled and empowered (but not obligated) by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans, LC Exposure and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders, the Issuing Banks and the Administrative Agent (including any claim under Sections 2.11, 2.12, 2.14, 2.15, 2.16 and 9.03) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such proceeding is hereby authorized by each Lender, each Issuing Bank and each other Secured Party to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders, the Issuing Banks or the other Secured Parties, to pay to the Administrative Agent any amount due to it, in its capacity as the Administrative Agent, under the Loan Documents (including under Section 9.03).

None of the Arrangers, the Syndication Agents or the Documentation Agents shall have any duties or obligations under this Agreement or any other Loan Document (except in its capacity, as applicable, as a Lender or an Issuing Bank), but all such Persons shall have the benefit of the indemnities provided for hereunder.

The provisions of this Article are solely for the benefit of the Administrative Agent, the Lenders and the Issuing Banks, and, except solely to the extent of the Borrower's rights to consent pursuant to and subject to the conditions set forth in this Article, none of the Borrower or any other Loan Party shall have any rights as a third party beneficiary of any such provisions. Each Secured Party, whether or not a party hereto, will be deemed, by its acceptance of the benefits of the Collateral and of the Guarantees of the Obligations provided under the Loan Documents, to have agreed to the provisions of this Article.

The Secured Parties hereby irrevocably authorize the Administrative Agent, at the direction of the Required Lenders, to credit bid all or any portion of the Obligations (including by accepting some or all of the Collateral in satisfaction of some or all of the Obligations pursuant to a deed in lieu of foreclosure or otherwise) and in such manner purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral (a) at any sale thereof conducted under the provisions of the Bankruptcy Code, including under Sections 363, 1123 or 1129 of the Bankruptcy Code, or any similar laws in any other jurisdictions to which a Credit Party is subject, or (b) at any other sale, foreclosure or acceptance of collateral in lieu of debt conducted by (or with the consent or at the direction of) the Administrative Agent (whether by judicial action or otherwise) in accordance with any applicable law. In connection with any such credit bid and purchase, the Obligations owed to the Secured Parties shall be entitled to be, and shall be, credit bid by the Administrative Agent at the direction of the Required Lenders on a ratable basis (with Obligations with respect to contingent or unliquidated claims receiving contingent interests in the acquired assets on a ratable basis that shall vest upon the liquidation of such claims in an amount proportional to the liquidated portion of the contingent claim amount used in allocating the contingent interests) for the asset or assets so purchased (or for the equity interests or debt instruments of the acquisition vehicle or vehicles that are issued in connection with such purchase). In connection with any such bid (i) the Administrative Agent shall be authorized to form one or more acquisition vehicles and to assign any successful credit bid to such acquisition vehicle or vehicles, (ii) each of the Secured Parties' ratable interests in the Obligations which were credit bid shall be deemed without any further action under this Agreement to be assigned to such vehicle or vehicles for the purpose of closing such sale, (iii) the Administrative shall be authorized to adopt documents providing for the governance of the acquisition vehicle or vehicles (provided that any actions by the Administrative Agent with respect to such acquisition vehicle or vehicles, including any disposition of the assets or equity interests thereof, shall be governed, directly or indirectly, by, and the governing documents shall provide for, control by the vote of the Required Lenders or their permitted assignees under the terms of this Agreement or the governing documents of the applicable acquisition vehicle or vehicles, as the case may be, irrespective of the termination of this Agreement and without giving effect to the limitations on actions by the Required Lenders contained in Section 9.02 of this Agreement), (iv) the Administrative Agent on behalf of such acquisition vehicle or vehicles shall be authorized to issue to each of the Secured Parties, ratably on account of

the relevant Obligations which were credit bid, interests, whether as equity, partnership, limited partnership interests or membership interests, in any such acquisition vehicle and/or debt instruments issued by such acquisition vehicle, all without the need for any Secured Party or acquisition vehicle to take any further action, and (v) to the extent that Obligations that are assigned to an acquisition vehicle are not used to acquire Collateral for any reason (as a result of another bid being higher or better, because the amount of Obligations assigned to the acquisition vehicle exceeds the amount of Obligations credit bid by the acquisition vehicle or otherwise), such Obligations shall automatically be reassigned to the Secured Parties pro rata and the equity interests and/or debt instruments issued by any acquisition vehicle on account of such Obligations shall automatically be cancelled, without the need for any Secured Party or any acquisition vehicle to take any further action. Notwithstanding that the ratable portion of the Obligations of each Secured Party are deemed assigned to the acquisition vehicle or vehicles as set forth in clause (ii) above, each Secured Party shall execute such documents and provide such information regarding the Secured Party (and/or any designee of the Secured Party which will receive interests in or debt instruments issued by such acquisition vehicle) as the Administrative Agent may reasonably request in connection with the formation of any acquisition vehicle, the formulation or submission of any credit bid or the consummation of the transactions contemplated by such credit bid.

ARTICLE IX

Miscellaneous

SECTION 9.01. Notices. (a) Except in the case of notices and other communications expressly permitted to be given by telephone or electronic communication as contemplated by paragraph (b) below, all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile, as follows:

(i) if to the Borrower, to Hess Midstream Partners LP, c/o Hess Corporation, 1185 Avenue of the Americas, New York, New York 10036, Attention Eric S. Fishman and Christopher J. Molinaro (Fax No. (855) 439-8592 and (855) 671-7087), respectively);

(ii) if to the Administrative Agent, to JPMorgan Chase Bank, N.A., Loan & Agency Services, 500 Stanton Christiana Road, NCC5, Floor 01, Newark, Delaware 19713, Attention of Rea Seth (rea.n.seth@jpmorgan.com and Fax No. (302) 634-1417);

(iii) if to any Lender, to it at its address (or facsimile number) set forth in its Administrative Questionnaire;

(iv) if to an Issuing Bank, to it at the address specified in clause (iii) above or, if such Issuing Banks shall not also be a Lender, to it at the address most recently specified by it in a notice delivered to the Administrative Agent and the Borrower;

(v) if to JPMorgan Chase Bank, N.A., as a Swingline Lender, to it at JPMorgan Chase Bank, N.A., Loan & Agency Services, 500 Stanton Christiana Road, NCC5, Floor 01, Newark, Delaware 19713, Attention of Rea Seth (rea.n.seth@jpmorgan.com and Fax No. (302) 634-1417); and

(vi) if to any other Swingline Lender, as a Swingline Lender, to it at the address specified in clause (iii) above.

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by fax shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient); and notices delivered through electronic communications to the extent provided in paragraph (b) below shall be effective as provided in such paragraph.

(b) Notices and other communications to the Lenders and Issuing Banks hereunder may be delivered or furnished by electronic communications (including email and Internet and intranet websites) pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices under Article II to any Lender or Issuing Bank if such Lender or Issuing Bank, as applicable, has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. Any notices or other communications to the Administrative Agent or the Borrower may be delivered or furnished by electronic communications pursuant to procedures approved by the recipient thereof prior thereto; provided that approval of such procedures may be limited or rescinded by any such Person by notice to each other such Person.

(c) Any party hereto may change its address or facsimile number for notices and other communications hereunder by notice to the other parties hereto.

(d) The Borrower agrees that the Administrative Agent may, but shall not be obligated to, make any Communication by posting such Communication on Debt Domain, Intralinks, Syndtrak, ClearPar or a substantially similar electronic transmission system (the "Platform"). The Platform is provided "as is" and "as available". Neither the Administrative Agent nor any of its Related Parties warrants, or shall be deemed to warrant, the adequacy of the Platform and the Administrative Agent expressly disclaims liability for errors or omissions in the Communications. No warranty of any kind, express, implied or statutory, including any warranty of merchantability, fitness for a particular purpose, non-infringement of third-party rights or freedom from viruses or other code defects, is made, or shall be deemed to be made, by the Administrative Agent or any of its Related Parties in connection with the Communications or the Platform. In no event shall the Administrative Agent or any of its Related Parties have any liability to the Borrower, any Lender, any Issuing Bank or any other Person for damages of any

kind, including, without limitation, direct or indirect, special, incidental or consequential damages, losses or expenses (whether in tort, contract or otherwise) arising out of the Borrower's or the Administrative Agent's transmission of Communications through the Platform, except to the extent of direct or actual damages (and not any special, indirect, consequential or punitive damages) that are determined by a court of competent jurisdiction in a final and non-appealable judgment to have resulted from the gross negligence or willful misconduct of the Administrative Agent or its employees in performing the services hereunder.

SECTION 9.02. Waivers; Amendments. (a) No failure or delay by the Administrative Agent, any Issuing Bank or any Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent, the Issuing Banks and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or any other Loan Document or consent to any departure by the Borrower or any other Loan Party therefrom shall in any event be effective unless the same shall be permitted by this Section, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. Without limiting the generality of the foregoing, the making of a Loan or the issuance of a Letter of Credit shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent, any Issuing Bank or any Lender may have had notice or knowledge of such Default at the time.

(b) Neither this Agreement nor any other Loan Document nor any provision hereof or thereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into, in the case of this Agreement, by the Borrower and the Required Lenders or, in the case of any other Loan Document, by the Loan Party or Loan Parties that are parties thereto and the Administrative Agent with the consent of the Required Lenders; provided that no such agreement shall (i) increase the Commitment of any Lender without the written consent of such Lender, (ii) reduce the principal amount of any Loan or LC Disbursement or reduce the rate of interest thereon (other than (x) a waiver of additional interest as specified in Section 2.12(d) or (y) as a result of any change in the definition, or in any components thereof, of the term "Leverage Ratio"), or reduce any fees payable hereunder, without the written consent of each Lender and Issuing Bank affected thereby, (iii) postpone the scheduled date of payment of the principal amount of any Loan or LC Disbursement, or any interest thereon, or any fees or any other amount payable hereunder, or reduce the amount of, waive or excuse any such payment, or postpone the scheduled date of expiration of any Commitment, without the written consent of each Lender affected thereby, (iv) change Section 2.17(b) or 2.17(c) in a manner that would alter the pro rata sharing of payments required thereby without the written consent of each Lender, (v) change any of the provisions of this Section or the percentage set forth in the definition of "Required Lenders" or any other provision of any Loan Document specifying the number or

percentage of Lenders required to waive, amend or modify any rights thereunder or make any determination or grant any consent thereunder without the written consent of each Lender, (vi) release, or limit in a manner that in effect releases, all or substantially all of the value of the Guarantees under the Guarantee Agreement, except as expressly permitted by Section 9.18, (vii) release, or limit in a manner that in effect releases, all or substantially all of the value of the Collateral from the Liens of the Security Documents without the written consent of each Lender, except as expressly permitted by Section 9.18 or the applicable Security Document (including any such release by the Administrative Agent in connection with any sale or other disposition of the Collateral upon the exercise of remedies under the Security Documents), it being understood that an amendment or other modification of the type of obligations secured by the Security Documents shall not be deemed to be a release of the Collateral from the Liens of the Security Documents, or (viii) waive, amend or modify Section 4.02(g) without the written consent of each Lender; provided further that (A) no amendment, modification or waiver of this Agreement or any provision hereof that would alter the rights or duties of the Administrative Agent, any Issuing Bank or any Swingline Lender hereunder shall be effective without the prior written consent of the Administrative Agent, such Issuing Bank or such Swingline Lender, as the case may be, and, without limiting the foregoing, any amendment or other modification of Section 2.19 shall require the prior written consent of the Administrative Agent, each Issuing Bank and each Swingline Lender, (B) notwithstanding the foregoing, but subject to first proviso of this paragraph, the Borrower, the Administrative Agent and the applicable Issuing Banks may enter into agreements referred to in Sections 2.05(i) and 2.05(k), and the term "LC Commitment", as such term is used in reference to any Issuing Bank, may be modified as contemplated by the definition of such term, in each case without consent of the Required Lenders, and (C) notwithstanding anything herein to the contrary, the Administrative Agent may, without the consent of any Secured Party, consent to a departure by any Loan Party from any covenant of such Loan Party set forth in this Agreement, the Collateral Agreement or in any other Security Document to the extent such departure is consistent with the authority of the Administrative Agent set forth in the definition of the term "Collateral and Guarantee Requirement".

SECTION 9.03. Expenses; Indemnity; Damage Waiver. (a) The Borrower agrees to pay (i) all reasonable out-of-pocket expenses incurred by the Administrative Agent, the Arrangers and each of their respective Affiliates (including the reasonable and documented fees, disbursements and other charges of one firm of counsel for the foregoing, taken as a whole, and, if reasonably necessary, of one firm of local counsel in any relevant jurisdiction), in connection with the syndication of the credit facilities provided for herein, the preparation and administration of this Agreement, the other Loan Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated) and (ii) all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent, the Arrangers, any Issuing Bank or any Lender (including the reasonable and documented fees, disbursements and other charges of one firm of counsel for the foregoing, taken as a whole, and, if reasonably necessary, of one firm of local counsel in any relevant jurisdiction (and, in the case of an actual or perceived conflict of interest where the relevant Person affected by such conflict informs the

Borrower of such conflict and thereafter retains its own counsel (including, if reasonably necessary, its own local counsel in any relevant jurisdiction), of such conflict counsel for such affected Person and all similarly situated Persons, taken as a whole)), in connection with the enforcement or protection of its rights in connection with the Loan Documents, including its rights under this Section, or in connection with the Loans made or Letters of Credit issued hereunder, including in connection with any workout, restructuring or negotiations in respect thereof.

(b) The Borrower agrees to indemnify the Administrative Agent, each Arranger, each Syndication Agent, each Documentation Agent, each Issuing Bank and each Lender, and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee"), against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses (including the reasonable and documented fees, disbursements and other charges of one firm of counsel for any Indemnitee, and, if reasonably necessary, of one local counsel in any relevant jurisdiction (and, in the case of an actual or perceived conflict of interest where the relevant Indemnitee affected by such conflict informs the Borrower of such conflict and thereafter retains its own counsel (including, if reasonably necessary, its own local counsel in any relevant jurisdiction), of such conflict counsel for such affected Indemnitee and all similarly situated Indemnitees, taken as a whole)) incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, the other Loan Documents or any other agreement or instrument contemplated hereby or thereby, the performance by the parties to this Agreement or the other Loan Documents of their respective obligations hereunder or thereunder or the consummation of the Transactions or any other transactions contemplated hereby or thereby, (ii) any Loan or Letter of Credit or the use of the proceeds therefrom (including any refusal by an Issuing Bank to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any actual or alleged presence or release of Hazardous Materials on or from any Mortgaged Property or any other property owned or operated by the Borrower or any of its Subsidiaries, or any Environmental Liability related in any way to the Borrower or any of its Subsidiaries, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory and whether initiated against or by any party to this Agreement or any other Loan Document, any Affiliate of any of the foregoing or any third party (and regardless of whether any Indemnitee is a party thereto); provided, that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted (A) from the gross negligence or willful misconduct of such Indemnitee, its Affiliates or their officers, directors or employees or (B) from a material breach of this Agreement by such Indemnitee. This Section 9.03(b) shall not apply with respect to Taxes other than Taxes that represent losses, claims or damages arising from any non-Tax claim.

(c) To the extent that the Borrower fails to pay any amount required to be paid by it to the Administrative Agent (or any sub-agent thereof), any Issuing Bank or

any Swingline Lender or any Related Party of any of the foregoing, under paragraph (a) or (b) of this Section, each Lender severally agrees to pay to the Administrative Agent (or such sub-agent), such Issuing Bank, such Swingline Lender or such Related Party, as the case may be, such Lender's Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount; provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent), such Issuing Bank or such Swingline Lender in its capacity as such, or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent), any Issuing Bank or any Swingline Lender in connection with such capacity.

(d) To the extent permitted by applicable law, (i) the Borrower shall not assert, and the Borrower hereby waives, any claim against any Indemnitee, on any theory of liability, for any damages arising from the use by others of information or other materials obtained through telecommunications, electronic or other information transmission systems (including the Internet), except to the extent that such damages are determined by a court of competent jurisdiction by a final and non-appealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee or from a material breach of this Agreement by such Indemnitee, and (ii) no party hereto shall assert, and each such party hereby waives, any claim against any other party, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the Transactions, any Loan or Letter of Credit or the use of the proceeds thereof; provided that nothing in this sentence shall relieve the Borrower or any other Loan Party of any obligation it may have to indemnify an Indemnitee against special, indirect, consequential or punitive damages asserted against such Indemnitee by a third party.

(e) All amounts due under this Section shall be payable promptly after written demand therefor.

SECTION 9.04. Successors and Assigns. (a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby (including any Affiliate of any Issuing Bank that issues any Letter of Credit), except that the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by the Borrower without such consent shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby and, to the extent expressly contemplated hereby (including any Affiliate of any Issuing Bank that issues any Letter of Credit), Participants (to the extent provided in paragraph (e) of this Section), the Arrangers, the Syndication Agents, the Documentation Agents and the Related Parties of the Administrative Agent, the Arrangers, the Syndication Agents, the Documentation Agents, the Issuing Banks and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Any Lender may assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans and participations in LC Disbursements at the time owing to it); provided, that (i) each of the Borrower (provided that (A) in the case of an assignment to a Lender or an Affiliate of a Lender or to an Approved Fund or (B) upon the occurrence and during the continuance of an Event of Default arising under clause (a), (b), (g) or (h) of Article VII, the consent of the Borrower shall not be required; and provided further that the Borrower shall be deemed to have consented to an assignment unless it shall have objected thereto by written notice to the Administrative Agent within 10 Business Days after having received a written request for its consent to such assignment), the Administrative Agent and, in the case of any assignment of a Commitment or any LC Exposure or any Swingline Exposure, as applicable, each Issuing Bank and each Swingline Lender must give their prior written consent to such assignment (which consent shall not be unreasonably withheld or delayed, it being agreed that none of the Borrower, the Administrative Agent, any Issuing Bank or any Swingline Lender will be deemed to have acted unreasonably if it refuses to consent to an assignment to an institution whose unsecured long-term deposit obligations or senior, unsecured, non-credit-enhanced long-term indebtedness for borrowed money shall not have ratings of at least BBB from S&P and Baa2 from Moody's, in each case with at least stable outlook), (ii) except in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund or an assignment of the entire remaining amount of the assigning Lender's Commitment or Loans of any Class, the amount of the Commitment or Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Acceptance with respect to such assignment is delivered to the Administrative Agent) shall not be less than $5,000,000 unless each of the Borrower and the Administrative Agent shall otherwise consent, (iii) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement, except that this clause (iii) shall not apply to rights in respect of outstanding Swingline Loans, (iv) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Acceptance (or an agreement incorporating by reference a form of Assignment and Assumption posted on the Platform), together (except in the case of an assignment by a Lender to one of its Affiliates or an assignment as a result of any of the events contemplated by Section 2.18) with a processing and recordation fee of $3,500, and (v) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire in which the assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Borrower and its Related Parties or their respective securities) will be made available and who may receive such information in accordance with the assignee's compliance procedures and applicable laws, including Federal and state securities laws. Upon acceptance and recording pursuant to paragraph (d) of this Section, from and after the effective date specified in each Assignment and Acceptance, the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Acceptance, have the rights and obligations of a Lender under this Agreement, and the assigning

Lender thereunder shall, to the extent of the interest assigned by such Assignment and Acceptance, be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.14, 2.15, 2.16 and 9.03). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this paragraph shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (e) of this Section.

(c) The Administrative Agent, acting for this purpose as a non-fiduciary agent of the Borrower, shall maintain at one of its offices in The City of New York a copy of each Assignment and Acceptance delivered to it and records of the names and addresses of the Lenders, and the Commitment of, and principal amount of the Loans and LC Disbursements owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and the Borrower, the Administrative Agent, the Lenders and the Issuing Banks shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower, any Issuing Bank and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(d) Upon its receipt of a duly completed Assignment and Acceptance (or an agreement incorporating by reference a form of Assignment and Assumption posted on the Platform) executed by an assigning Lender and an assignee, the assignee's completed Administrative Questionnaire (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b) of this Section and any written consent to such assignment required by paragraph (b) of this Section, the Administrative Agent shall accept such Assignment and Acceptance and record the information contained therein in the Register. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph.

(e) Any Lender may, without the consent of the Borrower, the Administrative Agent or the Issuing Banks, sell participations to one or more Eligible Assignees (each a "Participant") in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrower, the Administrative Agent, the Issuing Banks and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement or any other Loan Document; provided that such agreement

or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in the first proviso to Section 9.02(b) that affects such Participant. Subject to paragraph (f) of this Section, the Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.14, 2.15 and 2.16 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section. Each Lender selling participations shall keep a register (the "Participant Register") in which it shall record the name and address of each Participant to which such Lender sells participations and the amount and terms of such participations, acting for this purpose as a non-fiduciary agent of the Borrower; provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any Commitments, Loans, Letters of Credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such Commitment, Loan, Letter of Credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(f) A Participant shall not be entitled to receive any greater payment under Section 2.14 or 2.16 than the applicable Lender would have been entitled to receive with respect to the participations sold to such Participant, unless the sale of the participations to such Participant is made with the Borrower's prior written consent. A Participant that would be a Foreign Lender if it were a Lender shall not be entitled to the benefits of Section 2.16 unless the Borrower is notified of the participations sold to such Participant and such Participant agrees, for the benefit of the Borrower, to comply with Section 2.16(f) as though it were a Lender.

(g) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any such pledge or assignment to a Federal Reserve Bank or any central bank with jurisdiction over such Lender, and this Section shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledge or assignee for such Lender as a party hereto.

SECTION 9.05. Survival. All covenants, agreements, representations and warranties made by the Loan Parties in the Loan Documents and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of the Loan Documents and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent, any Issuing Bank, any Lender or any Affiliate of any of the foregoing may have had

notice or knowledge of any Default or incorrect representation or warranty at the time any Loan Document is executed and delivered or any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and unpaid or any LC Exposure is outstanding and so long as the Commitments have not expired or terminated. The provisions of Sections 2.14, 2.15, 2.16 and 9.03 and Article VIII shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the expiration or termination of the Letters of Credit and the Commitments or the termination of this Agreement or any provision hereof.

SECTION 9.06. USA PATRIOT Act. Each Lender hereby notifies each Loan Party that pursuant to the requirements of the USA PATRIOT Act, it is required to obtain, verify and record information that identifies such Loan Party, which information includes the name and address of such Loan Party and other information that will allow such Lender to identify such Loan Party in accordance with its requirements.

SECTION 9.07. Counterparts; Integration; Effectiveness; Electronic Execution. (a) This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof, including the commitments of the Lenders and, if applicable, their Affiliates under any commitment letter entered into in connection with the credit facilities established hereunder and any commitment advices submitted in connection therewith (but do not supersede any other provisions of any such commitment letter or any fee letter entered into in connection with the credit facilities established hereunder) that do not by the terms of such documents terminate upon the effectiveness of this Agreement, all of which provisions shall remain in full force and effect). Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

(b) The words “execution”, “signed”, “signature”, “delivery” and words of like import in or relating to any document to be signed in connection with this Agreement or any other Loan Document and the transactions contemplated hereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National

Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that nothing herein shall require the Administrative Agent to accept electronic signatures in any form or format without its prior written consent.

SECTION 9.08. Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION 9.09. Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender and Issuing Bank and each of its Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by such Lender, Issuing Bank or Affiliate to or for the credit or the account of the Borrower against any of and all the obligations of the Borrower, now or hereafter existing under this Agreement held by such Lender or Issuing Bank, irrespective of whether or not such Lender or Issuing Bank shall have made any demand under this Agreement and although such obligations may be unmatured. The rights of each Lender and Issuing Bank and their respective Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that such Lender, Issuing Bank or Affiliate may have. Each Lender and Issuing Bank agrees to notify the Borrower and the Administrative Agent promptly after any such set off and application; provided that the failure to give notice shall not affect the validity of such set off and application.

SECTION 9.10. Governing Law; Jurisdiction; Consent to Service of Process; Process Agent; Waiver of Immunity. (a) This Agreement shall be construed in accordance with and governed by the law of the State of New York.

(b) Each party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Supreme Court of the State of New York sitting in the Borough of Manhattan in The City of New York and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Loan Document, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding against the Administrative Agent, any Arranger, any Issuing Bank or any Lender shall be brought, and shall be heard and determined exclusively, in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or any other Loan Document shall affect any right that the Administrative Agent or any Lender or Issuing Bank may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against any Loan Party or its properties in the courts of any jurisdiction.

(c) The Borrower hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices to it in Section 9.01. Nothing in this Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 9.11. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 9.12. Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

SECTION 9.13. Confidentiality. Each of the Administrative Agent, the Lenders and the Issuing Banks agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its and its Affiliates' directors, members, partners, officers, employees and agents, including accountants, legal counsel and other advisers (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority (including (i) any self-regulatory authority, such as the National Association of Insurance Commissioners and (ii) in connection with a pledge or assignment permitted under Section 9.04(g)), (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) to any other party to this Agreement, (e) in

connection with the exercise of any remedies hereunder or under any other Loan Document or any suit, action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or under any other Loan Document, (f) subject to an agreement containing provisions at least as restrictive as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective direct or indirect counterparty (or its advisors) to any securitization, swap or derivatives transaction, or any credit insurance provider, relating to the Borrower, any of its Subsidiaries and the obligations hereunder, (g) with the consent of the Borrower or (h) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section or (ii) becomes available to the Administrative Agent, any Lender or any Issuing Bank on a nonconfidential basis from a source other than the Borrower. In addition, each of the Administrative Agent and the Lenders may disclose the existence of this Agreement and information about this Agreement to market data collectors, similar service providers to the lending industry and service providers to the Administrative Agent and the Lenders in connection with the administration of this Agreement, the other Loan Documents and the Commitments. For the purposes of this Section, "Information" means all information received from the Borrower relating to the Borrower or its business, other than any such information that is available to the Administrative Agent, any Lender or any Issuing Bank on a nonconfidential basis prior to disclosure by the Borrower; provided that in the case of information received from the Borrower after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

SECTION 9.14. No Fiduciary Relationship. The Borrower agrees that in connection with all aspects of the transactions contemplated by the Loan Documents and any communications in connection therewith, the Borrower and its Affiliates, on the one hand, and the Administrative Agent, the Arrangers, the Lenders, the Issuing Banks and their Affiliates, on the other hand, will have a business relationship that does not create, by implication or otherwise, any fiduciary duty or advisory or agency relationship on the part of the Administrative Agent, the Arrangers, the Lenders, the Issuing Banks or their Affiliates, and no such duty or relationship will be deemed to have arisen in connection with any such transactions or communications. The Administrative Agent, each Arranger, each Lender, each Issuing Bank and their respective Affiliates may have economic interests that conflict with those of the Borrower, its equityholders and/or its Affiliates.

SECTION 9.15. Conversion of Currencies. (a) If, for the purpose of obtaining judgment in any court, it is necessary to convert a sum owing hereunder or under any other Loan Document in one currency into another currency, each party hereto agrees, to the fullest extent that it may effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures in the relevant jurisdiction the first currency could be purchased with such other currency on the Business Day immediately preceding the day on which final judgment is given.

(b) The obligations of each party to any Loan Document in respect of any sum due to any other party thereto or any holder of the obligations owing thereunder (the "Applicable Creditor") shall, notwithstanding any judgment in a currency (the "Judgment Currency") other than the currency in which such sum is stated to be due thereunder (the "Agreement Currency"), be discharged only to the extent that, on the Business Day following receipt by the Applicable Creditor of any sum adjudged to be so due in the Judgment Currency, the Applicable Creditor may in accordance with normal banking procedures in the relevant jurisdiction purchase the Agreement Currency with the Judgment Currency; if the amount of the Agreement Currency so purchased is less than the sum originally due to the Applicable Creditor in the Agreement Currency, the Borrower agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Applicable Creditor against such loss. The obligations of each party to the Loan Documents contained in this Section shall survive the termination of this Agreement and the other Loan Documents and the payment of all other amounts owing hereunder and thereunder.

SECTION 9.16. Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts that are treated as interest on such Loan under applicable law (collectively the "Charges"), shall exceed the maximum lawful rate (the "Maximum Rate") that may be contracted for, charged, taken, received or reserved by the Lender holding such Loan in accordance with applicable law, the rate of interest payable in respect of such Loan hereunder, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Charges that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section shall be cumulated and the interest and Charges payable to such Lender in respect of other Loans or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Federal Funds Effective Rate to the date of repayment, shall have been received by such Lender.

SECTION 9.17. No Liability of General Partner. It is understood and agreed that Hess GP shall have no liability, as general partner or otherwise, for the payment of any amount owing or to be owing hereunder or under any other Loan Document. The Administrative Agent, the Issuing Banks and the Lenders agree for themselves and their respective successors and assigns that no claim arising against the Borrower or any Guarantor under any Loan Document with respect to any obligation under this Agreement or any other Loan Document shall be asserted against Hess GP or its assets. Notwithstanding the foregoing, nothing in this Section 9.17 shall be construed to prevent the Administrative Agent, any Issuing Bank or any Lender from commencing any action, suit or proceeding with respect to or causing legal papers to be served upon Hess GP for the purpose of obtaining jurisdiction over the Borrower or any Guarantor.

SECTION 9.18. Release of Subsidiary Guarantees and Collateral. (a) A Guarantor shall automatically be released from its obligations under the Guarantee Agreement (i) as set forth in clause (d) below, (ii) upon such Guarantor having been designated as an Unrestricted Subsidiary in accordance with the terms hereof, (iii) upon all the Equity Interests in such Guarantor held by the Borrower and the Subsidiaries having been sold or otherwise disposed of (other than to the Borrower or any of its Subsidiaries) (including by merger or consolidation) in any transaction not prohibited hereunder, (iv) upon such Guarantor having ceased to be a wholly owned Subsidiary as a result of the consummation of any sale or disposition of all or any part of the Equity Interests of such Subsidiary not prohibited hereunder and entered into for a valid business purpose or (v) if the release of such Guarantor from its obligations under the Guarantee Agreement is approved or authorized in writing by the Required Lenders (or such other percentage of the Lenders whose consent may be required in accordance with Section 9.02).

(b) The Liens granted to the Administrative Agent by the Loan Parties on any Collateral shall be released by the Administrative Agent (i) in full, as set forth in clause (d) below, (ii) upon the sale or disposition of such Collateral to any Person other than another Loan Party in a transaction not prohibited under this Agreement, (iii) if the release of such Lien is approved or authorized in writing by the Required Lenders (or such other percentage of the Lenders whose consent may be required in accordance with Section 9.02), (iv) to the extent the property constituting such Collateral is owned by any Guarantor, upon the release of such Guarantor from its obligations under the Guarantee Agreement in accordance with Section 9.18(a), (v) as required by the Administrative Agent to effect any sale or disposition of Collateral in connection with any exercise of remedies of the Administrative Agent pursuant to the Security Documents and (vi) upon such property no longer constituting Collateral pursuant to the terms of the Loan Documents. Any such release shall not in any manner discharge, affect, or impair the Obligations or any Liens (other than those being released) upon all interests retained by the Loan Parties, including the proceeds of any sale or disposition, all of which shall continue to constitute part of the Collateral except to the extent otherwise released or constituting Excluded Collateral in accordance with the provisions of the Loan Documents.

(c) Each of the Guarantors shall be automatically released from its obligations under the Guarantee Agreement, each of the Loan Parties shall be automatically released from its obligations under the Security Documents to which it is a party and all Liens granted to the Administrative Agent by the Loan Parties on any Collateral shall automatically be released in the event that:

(i) the Collateral and Guarantee Release Condition shall have been satisfied;

(ii) at the time of and immediately after giving effect to any such release, no Default or Event of Default shall have occurred and be continuing or would result therefrom, provided that such release shall constitute the incurrence by such Restricted Subsidiary, at the time of the release of such Guarantee of such Restricted Subsidiary, of all Debt of such Restricted Subsidiary existing at such time; and

(iii) the Borrower shall have delivered to the Administrative Agent a certificate, executed on behalf of the Borrower by a Financial Officer, confirming the satisfaction of the condition set forth in clause (ii) above.

(d) Upon payment in full in cash of all the Loan Document Obligations (other than contingent obligations for indemnification, expense reimbursement, tax gross-up or yield protection as to which no claim has been made), the expiration or termination of the Commitments, the reduction of the LC Exposure to zero and the expiration or termination of the Issuing Banks' obligations to issue, amend or extend Letters of Credit, the Guarantee Agreement and the Guarantees made therein and each Security Document and all obligations of each Loan Party thereunder (in each case, other than those obligations expressly stated to survive such termination) and all Liens granted to the Administrative Agent by the Loan Parties on any Collateral shall automatically terminate and be released, all without delivery of any instrument or performance of any act by any Person.

(e) In connection with any termination or release pursuant to this Section, the Administrative Agent is hereby authorized to execute and deliver, and agrees promptly upon request to execute and deliver, such documents as the Borrower shall reasonably request to evidence such termination or release. Any execution and delivery of documents pursuant to this Section shall be without recourse to or warranty by the Administrative Agent.

SECTION 9.19. Excluded Swap Obligations. (a) Notwithstanding any provision of this Agreement or any other Loan Document, no Guarantee by any Guarantor under any Loan Document shall include a Guarantee of any Obligation that, as to such Guarantor, is an Excluded Swap Obligation, and no Collateral provided by any Guarantor shall secure any Obligation that, as to such Guarantor, is an Excluded Swap Obligation. In the event that any payment is made pursuant to any Guarantee by, or any amount is realized from Collateral of, any Guarantor as to which any Obligations are Excluded Swap Obligations, such payment or amount shall be applied to pay the Obligations of such Guarantor as otherwise provided herein and in the other Loan Documents without giving effect to such Excluded Swap Obligations, and each reference in this Agreement or any other Loan Document to the ratable application of such amounts as among the Obligations or any specified portion of the Obligations that would otherwise include such Excluded Swap Obligations shall be deemed so to provide.

(b) The Borrower and each Qualified ECP Guarantor hereby jointly and severally absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by each other Loan Party that would not otherwise be a Qualified ECP Guarantor but for the effectiveness of this Section, to enable each such other Loan Party to honor all of its obligations under the Loan Documents in respect of Swap Obligations (subject to the limitations on its Guarantee under the Guarantee Agreement). The obligations of each Qualified ECP Guarantor under

this Section shall remain in full force and effect until its Guarantee under the Guarantee Agreement is released. Each Qualified ECP Guarantor intends that this Section shall constitute a "keepwell, support, or other agreement" for the benefit of each other Loan Party for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

SECTION 9.20. Acknowledgement and Consent to Bail-In of EEA Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among the parties hereto, each party hereto acknowledges that any liability of any EEA Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the Write-Down and Conversion Powers of an EEA Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an EEA Financial Institution; and

(b) the effects of any Bail-in Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such EEA Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of any EEA Resolution Authority.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

HESS MIDSTREAM PARTNERS LP,

by HESS MIDSTREAM PARTNERS GP LLC, its General Partner

by /s/ Jonathan C. Stein

Name: Jonathan C. Stein
Title: Chief Financial Officer

[*Signature Page to the Hess Midstream Partners LP Credit Agreement*]

JPMORGAN CHASE BANK, N.A.,
individually and as Administrative Agent, an Issuing Bank and a Swingline Lender,

by /s/ Debra Hrelja

Name: Debra Hrelja
Title: Vice President

SIGNATURE PAGE TO
THE FOUR-YEAR CREDIT AGREEMENT
OF HESS MIDSTREAM PARTNERS LP

Name of Institution: Citibank, N.A.

by /s/ Cathy Shepherd
Name: Cathy Shepherd
Title: Vice President

Name of Institution: GOLDMAN SACHS LENDING PARTNERS LLC

by /s/ Josh Rosenthal

Name: Josh Rosenthal
Title: Authorized Signatory

Name of Institution: MORGAN STANLEY SENIOR FUNDING, INC.

by /s/ Michael King

Name: Michael King
Title: Vice President

Name of Institution: THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.

by /s/ Todd Vaubel

Name: Todd Vaubel
Title: Vice President

SIGNATURE PAGE TO
THE FOUR-YEAR CREDIT AGREEMENT
OF HESS MIDSTREAM PARTNERS LP

Name of Institution: Wells Fargo Bank, N.A.

by /s/ Todd C. Davis

Name: Todd C. Davis
Title: Managing Director

Name of Institution: ING Capital LLC

by /s/ Cheryl LaBelle
Name: Cheryl LaBelle
Title: Managing Director

For any Lender requiring a second signature block:

by /s/ Subha Pasumarti
Name: Subha Pasumarti
Title: Managing Director

Name of Institution: Sumitomo Mitsui Banking Corporation

by /s/ James D. Weinstein

Name: James D. Weinstein
Title: Managing Director

SIGNATURE PAGE TO
THE FOUR-YEAR CREDIT AGREEMENT
OF HESS MIDSTREAM PARTNERS LP

Name of Institution: The Bank of Nova Scotia

by /s/ Alfredo Brahim
Name: Alfredo Brahim
Title: Director

SIGNATURE PAGE TO
THE FOUR-YEAR CREDIT AGREEMENT
OF HESS MIDSTREAM PARTNERS LP

Name of Institution: Barclays Bank PLC

by /s/ Marguerite Sutton
Name: Marguerite Sutton
Title: Vice President

SIGNATURE PAGE TO
THE FOUR-YEAR CREDIT AGREEMENT
OF HESS MIDSTREAM PARTNERS LP

Name of Institution: HSBC Bank USA, N.A.

by /s/ John M. Robinson

Name: John M. Robinson
Title: Managing Director

Name of Institution: The Toronto-Dominion Bank, New York Branch

by /s/ Savo Bozic

Name: Savo Bozic
Title: Authorized Signatory

Schedule 2.01
Commitments

Lender	Commitment
JPMorgan Chase Bank, N.A.	$ 32,000,000
Citibank, N.A.	32,000,000
Goldman Sachs Lending Partners LLC	32,000,000
Morgan Stanley Senior Funding, Inc.	32,000,000
The Bank of Tokyo-Mitsubishi UFJ, Ltd.	32,000,000
Wells Fargo Bank, N.A.	32,000,000
ING Capital LLC	22,000,000
Sumitomo Mitsui Banking Corporation	22,000,000
The Bank of Nova Scotia	22,000,000
Barclays Bank PLC	14,000,000
HSBC Bank USA, N.A.	14,000,000
The Toronto-Dominion Bank, New York Branch	14,000,000
Total	**$ 300,000,000.00**

Schedule 2.04
Swingline Commitments

Swingline Lender	Initial Swingline Commitment
JPMorgan Chase Bank, N.A.	$ 10,000,000.00

Schedule 2.05
Issuing Banks; LC Commitments

Issuing Bank	Initial LC Commitment
JPMorgan Chase Bank, N.A.	$ 15,000,000.00
Citibank, N.A.	15,000,000.00
Goldman Sachs Lending Partners LLC	15,000,000.00
Morgan Stanley Senior Funding, Inc.	15,000,000.00
The Bank of Tokyo-Mitsubishi UFJ, Ltd.	15,000,000.00
Wells Fargo Bank, N.A.	15,000,000.00

Schedule 3.12
Subsidiaries; Equity Investments

Subsidiary	Owner	Jurisdiction of Organization	Percentage Ownership	Material Subsidiary
Hess TGP GP LLC	Hess Midstream Partners LP	Delaware	100%	Yes
Hess TGP Operations LP	Hess TGP GP LLC	Delaware	20%	Yes
	Hess Infrastructure Partners LP		80%	
Hess TGP Holdings LLC	Hess TGP Operations LP	Delaware	100%	Yes
Hess Tioga Gas Plant LLC	Hess TGP Holdings LLC	Delaware	100%	Yes
Hess North Dakota Export Logistics GP LLC	Hess Midstream Partners LP	Delaware	100%	Yes
Hess North Dakota Export Logistics Operations LP	Hess North Dakota Export Logistics GP LLC	Delaware	20%	Yes
	Hess Infrastructure Partners LP		80%	
Hess North Dakota Export Logistics Holdings LLC	Hess North Dakota Export Logistics Operations LP	Delaware	100%	Yes
Hess North Dakota Export Logistics LLC	Hess North Dakota Export Logistics Holdings LLC	Delaware	100%	Yes
Hess Tank Cars Holdings II LLC	Hess North Dakota Export Logistics LLC	Delaware	100%	No
Hess Tank Cars II LLC	Hess Tank Cars Holdings II LLC	Delaware	100%	No
Hess Mentor Storage Holdings LLC	Hess Midstream Partners LP	Delaware	100%	No
Hess Mentor Storage LLC	Hess Mentor Storage Holdings LLC	Delaware	100%	No
Hess North Dakota Pipelines GP LLC	Hess Midstream Partners LP	Delaware	100%	Yes
Hess North Dakota Pipelines Operations LP	Hess Midstream Partners LP	Delaware	80%	Yes
	Hess North Dakota Pipelines GP LLC		20%	
Hess North Dakota Pipelines Holdings LLC	Hess North Dakota Pipelines Operations LP	Delaware	100%	Yes
Hess North Dakota Pipelines LLC	Hess North Dakota Pipelines Holdings LLC	Delaware	100%	Yes

Schedule 3.13
Properties

None.

Schedule 6.01
Existing Debt

None.

Schedule 6.02
Existing Liens

None.

Schedule 6.05
Restrictive Agreements

None.

EXHIBIT A
to Credit Agreement

FORM OF
ASSIGNMENT AND ACCEPTANCE

This Assignment and Acceptance (the "Assignment and Acceptance") is dated as of the Effective Date set forth below and is entered into by and between the Assignor (as defined below) and the Assignee (as defined below). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below (the "Credit Agreement"), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex I attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Acceptance as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of the Assignor's rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the facility set forth below (including any letters of credit, guarantees and swingline loans included in such facility) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity, in each case to the extent related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as the "Assigned Interest"). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Acceptance, without representation or warranty by the Assignor.

1. Assignor: _____

2. Assignee: _____
   [a Lender] [an Affiliate of [Lender]] [an Approved Fund]

3. Borrower: Hess Midstream Partners LP

4. Administrative Agent: JPMorgan Chase Bank, N.A., the Administrative Agent under the Credit Agreement

5. Credit Agreement: Revolving Credit Agreement dated as of March 15, 2017 (as amended, supplemented, amended and restated or otherwise modified from time to time), among Hess Midstream Partners LP, the lenders from time to time party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent

6. Assigned Interest:[1]

Aggregate Amount of Commitment/Revolving Credit Exposure for all Lenders	Amount of Commitment/Revolving Credit Exposure Assigned	Percentage Assigned of Commitment/ Revolving Credit Exposure[2]
$	$	%

Effective Date: , 20 [TO BE INSERTED BY ADMINISTRATIVE AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]

1 To comply with the minimum assignment amounts set forth in 9.04(b)(ii) of the Credit Agreement.

2 Set forth, to at least 9 decimals, as a percentage of the Commitment/Revolving Credit Exposure of all Lenders thereunder.

The terms set forth in this Assignment and Acceptance are hereby agreed to:

ASSIGNOR

[NAME OF ASSIGNOR]

By: _____
Name:
Title:

ASSIGNEE

[NAME OF ASSIGNEE]

By: _____
Name:
Title:

Consented to and Accepted:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent [and Swingline Lender][3]

By: _____
Name:
Title:

Consented to:

[ISSUING BANK],[4]
as Issuing Bank

By: _____
Name:
Title:

[3] To be included only if consent of each Swingline Lender is required under Section 9.04(b) of the Credit Agreement.
[4] To be included only if consent of each Issuing Bank is required under Section 9.04(b) of the Credit Agreement.

[SWINGLINE LENDER],[5]
as Swingline Lender

By: _____
Name:
Title:

[Consented to:

HESS MIDSTREAM PARTNERS LP

By: HESS MIDSTREAM PARTNERS GP LLC,
its General Partner

By: _____
Name:
Title:]6

5 To be included only if consent of each Swingline Lender is required under Section 9.04(b) of the Credit Agreement.
6 To be included only if the consent of the Borrower is required by Section 9.04(b)(i) of the Credit Agreement.

HESS MIDSTREAM PARTNERS LP CREDIT AGREEMENT

STANDARD TERMS AND CONDITIONS FOR ASSIGNMENT AND ACCEPTANCE

1. Representations and Warranties.

1.1 Assignor. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Acceptance and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, other than the statements, warranties or representations made by it herein, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of the Borrower, any of its Subsidiaries or other Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by the Borrower, any of its Subsidiaries or other Affiliates or any other Person of any of their respective obligations under any Loan Document.

1.2. Assignee. The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Acceptance and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it satisfies the requirements specified in the Credit Agreement that are required to be satisfied by it in order to acquire the Assigned Interest and become a Lender, (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement and the other Loan Documents as a Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it has received a copy of the Credit Agreement and the other Loan Documents, together with copies of the most recent financial statements delivered pursuant to Section 5.01 thereof, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Acceptance and to purchase the Assigned Interest on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent or any other Lender, (v) if it is a Lender that is a United States Person, attached to this Assignment and Acceptance is IRS Form W-9 certifying that such Lender is exempt from United States Federal backup withholding tax and (vi) if it is a Foreign Lender, attached to this Assignment and Acceptance is any documentation required to be delivered by it pursuant to Section 2.16 of the Credit Agreement, duly completed and executed by the Assignee; and (b) agrees that (i) it will, independently and without reliance on the Administrative Agent, the Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Credit Agreement and the other Loan Documents are required to be performed by it as a Lender.

2. Payments. From and after the Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignee whether such amounts have accrued prior to or on or after the Effective Date. The Assignor and the Assignee shall make all appropriate adjustments in payments by the Administrative Agent for periods prior to the Effective Date or with respect to the making of this assignment directly between themselves.

3. General Provisions. This Assignment and Acceptance shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Acceptance may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Acceptance by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Assignment and Acceptance. This Assignment and Acceptance shall be construed in accordance with and governed by the law of the State of New York.

EXHIBIT B
to Credit Agreement

COMPLIANCE CERTIFICATE

[The form of this Compliance Certificate has been prepared for convenience only, and is not to affect, or to be taken into consideration in interpreting, the terms of the Credit Agreement referred to below. The obligations of the Borrower under the Credit Agreement are as set forth in the Credit Agreement, and nothing in this Compliance Certificate, or the form hereof, shall modify such obligations or constitute a waiver of compliance therewith in accordance with the terms of the Credit Agreement. In the event of any conflict between the terms of this Compliance Certificate and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern and control, and the terms of this Compliance Certificate are to be modified accordingly.]

Reference is made to the Revolving Credit Agreement dated as of March 15, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Hess Midstream Partners LP, a Delaware limited partnership (the "Borrower"), the Lenders from time to time party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent. Each capitalized term used but not defined herein shall have the meaning specified in the Credit Agreement.

The undersigned, [specify title] of the Borrower, hereby certifies (solely in his or her capacity as an officer and not individually), as follows:

1. I am a Financial Officer of the Borrower.

2. [Attached as Schedule I hereto are the consolidated balance sheet and consolidated statements of operations, retained earnings and cash flows required by Section 5.01(a) of the Credit Agreement as of the end of and for the fiscal year ended [ ], setting forth in each case in comparative form the corresponding figures for the preceding fiscal year, together with an audit opinion thereon of Ernst & Young, LLP, or other independent registered public accounting firm of recognized national standing selected by the Borrower, required by Section 5.01(a).] [or] [The consolidated balance sheet and consolidated statements of operations, retained earnings and cash flows required by Section 5.01(a) of the Credit Agreement as of the end of and for the fiscal year ended [ ], setting forth in each case in comparative form the corresponding figures for the previous fiscal year, together with an audit opinion thereon of Ernst & Young LLP, or other independent registered public accounting firm of recognized national standing selected by the Borrower, required by Section 5.01(a), have been [filed with the SEC and are available on the website of the SEC at http://www.sec.gov].]

[or]

[Attached as Schedule I hereto are the unaudited consolidated balance sheet and unaudited consolidated statements of operations, retained earnings and cash flows required by Section 5.01(b) of the Credit Agreement as of the end of and for the fiscal quarter ended [ ] and the then elapsed portion of the fiscal year.] [or] [The unaudited consolidated balance sheets and unaudited consolidated statements of operations, retained earnings and cash flows required by Section 5.01(b) of the Credit Agreement as of the end of and for the fiscal quarter ended [ ] and

the then elapsed portion of the fiscal year have been [filed with the SEC and are available on the website of the SEC at http://www.sec.gov].] Such unaudited consolidated balance sheet and unaudited consolidated statements of operations, retained earnings and cash flows present fairly, in all material respects, the consolidated financial position and the consolidated results of operations and cash flows of the Borrower and its Consolidated Subsidiaries as of the end of and for such fiscal quarter and such portion of such fiscal year in accordance with GAAP, subject to year-end audit adjustments.]

3. I have reviewed the terms of the Credit Agreement and I have made, or have caused to be made under my supervision, a review in reasonable detail of the transactions and condition of the Borrower and its Subsidiaries during the accounting period covered by the attached financial statements. The foregoing examination did not disclose, and I have no knowledge of, (a) the existence of any condition or event that constitutes a Default or an Event of Default during or at the end of the accounting period covered by the attached financial statements or as of the date of this Certificate, except as set forth in a separate attachment, if any, to this Certificate, specifying the details thereof and any action taken or proposed to be taken with respect thereto, or (b) any change in GAAP or in the application thereof since the date of the Borrower's audited consolidated financial statements for the immediately preceding fiscal year that had a significant effect on the calculation of Consolidated Net Tangible Assets or the Leverage Ratio, except as set forth in a separate attachment, if any, to this Certificate, specifying the nature of such change and the effect thereof on such calculations.

4. Annex A hereto identifies each Material Subsidiary and each Unrestricted Subsidiary, in each case, as of the end of the accounting period covered by the attached financial statements.

5. All notices required under Sections 5.11 and 5.13 of the Credit Agreement have been provided.

6. Annex B hereto sets forth the computation of the Leverage Ratio (including the definitional components thereof set forth in Annex B) as of the end of the four fiscal quarter period ended on [ ].

[7. Annex C hereto sets forth updates, if any, to the information set forth in Schedules I, I-A, I-B, II, III, IV and V to the Collateral Agreement, in each case, since the information provided to the Lenders on the Availability Date or in the most recent Compliance Certificate delivered prior to the date hereof pursuant to Section 5.01(c) of the Credit Agreement.]

The foregoing certifications are made and delivered on [ ] pursuant to Section 5.01(c) of the Credit Agreement.

HESS MIDSTREAM PARTNERS LP,

by HESS MIDSTREAM PARTNERS GP LP, its General Partner,

by HESS MIDSTREAM PARTNERS GP LLC, its General Partner,

by _____
Name:
Title:

ANNEX A TO
COMPLIANCE CERTIFICATE

FOR THE FISCAL [QUARTER] [YEAR] ENDED [mm/dd/yy].

The following table sets forth each Material Subsidiary and Unrestricted Subsidiary as of the end of the fiscal [quarter][year] referred to above.

Material Subsidiaries	**Unrestricted Subsidiaries**

ANNEX B TO
COMPLIANCE CERTIFICATE

FOR THE FISCAL [QUARTER] [YEAR] ENDED [mm/dd/yy].[1]

1. Consolidated Net Income: **(i) - (ii) =** $[, ,]

   (i) net income or loss of the Borrower and its Restricted Subsidiaries for the period of four consecutive fiscal quarters ended on such date, on a consolidated basis determined in accordance with GAAP: $[, ,]

   (ii) to the extent included in net income referred to in (i)[2]: **(a) + (b) + (c)** = $[, ,]

   (a) the income or loss for such period of any Person other than a Restricted Subsidiary in which the Borrower or any Restricted Subsidiary has an ownership interest except to the extent that any such income has been actually received by the Borrower or such Restricted Subsidiary in the form of cash dividends or similar cash distributions: $[, ,]

   (b) any undistributed net income of a Restricted Subsidiary to the extent that the ability of such Restricted Subsidiary to make Restricted Payments to the Borrower or to another Restricted Subsidiary is, as of the date of determination of Consolidated Net Income, restricted by its organizational documents, any Contractual Obligation (other than the Credit Agreement) or any applicable law: $[, ,]

   (c) the income or loss of, and any amounts referred to in clause (a) above paid to, any Restricted Subsidiary that is not wholly owned, directly or indirectly, by the Borrower and its Restricted Subsidiaries to the extent such income or loss or such amounts are attributable to the noncontrolling interest in such Restricted Subsidiary: $[, ,]

---

1 Where reference is made to "the Borrower and its Restricted Subsidiaries on a consolidated basis" or similar language, such consolidation shall not include any Subsidiaries of the Borrower other than Restricted Subsidiaries.

2 Items to be set forth without duplication.

2.[3]	Consolidated EBITDA: **(i) + (ii) – (iii) =**		$[, ,]
	(i)	Consolidated Net Income:	$[, ,]
	(ii)[4]	(a) consolidated interest expense for such period (including imputed interest expense in respect of Capitalized Lease Obligations, amortization or write-off of debt issuance costs and commissions, discounts and other fees and charges associated with Debt, amortization of capitalized interest and the net amount accrued (whether or not actually paid) pursuant to any interest rate protection agreement during such period):	$[, ,]
		(b) consolidated income tax expense for such period:	$[, ,]
		(c) all amounts attributable to depreciation for such period and amortization of intangible assets for such period:	$[, ,]
		(d) extraordinary expenses or losses for such period:[5]	$[, ,]
		(e) any unusual or nonrecurring noncash charges or losses (including impairment of goodwill or intangible assets) for such period:[6]	$[, ,]
		(f) any losses for such period attributable to early extinguishment of Debt or obligations under any Swap Agreement:	$[, ,]

All amounts added back in computing Consolidated EBITDA for any period pursuant to clause (ii) below, and all amounts subtracted in computing Consolidated EBITDA pursuant to clause (iii) below, to the extent such amounts are, in the reasonable judgment of a Financial Officer of the Borrower, attributable to any Restricted Subsidiary that is not wholly owned, directly or indirectly, by the Borrower, shall be reduced by the portion thereof that is attributable to the noncontrolling interest in such Restricted Subsidiary.

For purposes of calculating Consolidated EBITDA for any period, if during such period the Borrower or any Restricted Subsidiary shall have consummated a Material Acquisition or a Material Disposition, Consolidated EBITDA for such period shall be calculated after giving pro forma effect thereto in accordance with Section 1.04(b) of the Credit Agreement.

3 Consolidated EBITDA shall be calculated so as to exclude the effect of any gain or loss that represents after-tax gains or losses attributable to any sale, transfer or other disposition of assets by the Borrower or any of its Restricted Subsidiaries, other than dispositions of inventory and other dispositions in the ordinary course of business.

4 Items to be set forth without duplication and to the extent deducted in determining Consolidated Net Income.

5 Any cash payment made with respect to any noncash items added back in computing Consolidated EBITDA for any prior period pursuant to this clause (d) shall be subtracted in computing Consolidated EBITDA for the period in which such cash payment is made.

6 Any cash payment made with respect to any noncash items added back in computing Consolidated EBITDA for any prior period pursuant to this clause (e) shall be subtracted in computing Consolidated EBITDA for the period in which such cash payment is made.

	(g)	any unrealized losses for such period attributable to the application of "mark to market" accounting in respect of Swap Agreements:	$[, ,]
	(h)	the cumulative effect for such period of a change in accounting principles:	$[, ,]
	(i)	any fees and expenses for such period relating to the Transactions:	$[, ,]
(iii)[7]	(a)	any extraordinary gains for such period:	$[, ,]
	(b)	any unusual or nonrecurring noncash gains for such period:	$[, ,]
	(c)	any gains for such period attributable to the early extinguishment of Debt or obligations under any Swap Agreement:	$[, ,]
	(d)	any unrealized gains for such period attributable to the application of "mark to market" accounting in respect of Swap Agreements:	$[, ,]
	(e)	the cumulative effect for such period of a change in accounting principles:	$[, ,]
	(f)	the aggregate amount of cash payment made during such period with respect to any noncash items added back in computing Consolidated EBITDA for any prior period pursuant to this clause (ii)(d) or (ii)(e) above:	$[, ,]
3.	Consolidated Total Debt:[8] **(i) + (ii) + (iii) + (iv) + (v) + (vi) =**		$[, ,]
	(i)	the aggregate principal amount of indebtedness for borrowed money (including indebtedness evidenced by debt securities):	$[, ,]
	(ii)	obligations to pay the deferred purchase price of property or services, except trade accounts payable in the ordinary course of business:	$[, ,]
	(iii)	Capitalized Lease Obligations:	$[, ,]
	(iv)	excluding any contingent obligations, the maximum aggregate amount of all letters of credit and letters of guaranty in respect of which the Borrower or the Restricted Subsidiary, as applicable, is an account party:	$[, ,]

7 Items to be set forth without duplication and to the extent included in determining such Consolidated Net Income (or the Consolidated Net Income for any prior period).

8 Determined on a consolidated basis for the Borrower and its Restricted Subsidiaries, without duplication.

(v) all Debt of others secured by any Lien on property owned or acquired by the Borrower or the Restricted Subsidiary, as applicable, whether or not the Debt secured thereby has been assumed by such Person, but only to the extent of such property's fair market value: $[, ,]

(vi) to the extent such Guarantees relate to the Debt of others of the type referred to in clauses (i) through (v) above, all Guarantees by the Borrower or the Restricted Subsidiary, as applicable, of Debt of others: $[, ,]

4. Leverage Ratio: **(i)/(ii) =** [ ]

(i) Consolidated Total Debt: $[, ,]

(ii) Consolidated EBITDA:[9] $[, ,]

---

9 Consolidated EBITDA shall be deemed to be (A) for the four fiscal quarter period ended prior to the last day of the first fiscal quarter that shall have commenced after the Availability Date, (x) pro forma Consolidated EBITDA for the fiscal year ended December 31, 2016, determined by reference to the Initial Financial Statements, or (y) if pro forma combined financial statements of the Borrower for the fiscal quarter ended March 31, 2017 are included in the Registration Statement, pro forma Consolidated EBITDA for such fiscal quarter, determined by reference to the Initial Financial Statements, multiplied by four, (B) for the four fiscal quarter period ended on the last day of the first fiscal quarter that shall have commenced after the Availability Date, Consolidated EBITDA for such first fiscal quarter multiplied by four, (C) for the four fiscal quarter period ended on the last day of the second fiscal quarter that shall have commenced after the Availability Date, Consolidated EBITDA for the two fiscal quarter period then ended multiplied by two, and (D) for the four fiscal quarter period ended on the last day of the third fiscal quarter that shall have commenced after the Availability Date, Consolidated EBITDA for the three fiscal quarter period then ended multiplied by 4/3.

[Provide updates, if any, to Schedules I, I-A, I-B, II, III, IV and V
to the Collateral Agreement]

EXHIBIT C
to Credit Agreement

GUARANTEE AGREEMENT

dated as of

[ ], 2017,

among

HESS MIDSTREAM PARTNERS LP,

THE GUARANTORS IDENTIFIED HEREIN

and

JPMORGAN CHASE BANK, N.A.,

as Administrative Agent

TABLE OF CONTENTS

GUARANTEE AGREEMENT dated as of [ ], 2017 (this "Agreement"), among HESS MIDSTREAM PARTNERS LP, the GUARANTORS identified herein and JPMORGAN CHASE BANK, N.A., as Administrative Agent.

Reference is made to the Revolving Credit Agreement dated as of March 15, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Hess Midstream Partners LP, a Delaware limited partnership (the "Borrower"), the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Banks to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Guarantors are Subsidiaries of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

ARTICLE I

Definitions

SECTION 1.01. Credit Agreement. (a) Capitalized terms used in this Agreement (including in the introductory paragraph hereto) and not otherwise defined herein have the meanings specified in the Credit Agreement.

(b) The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 1.02. Other Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

"Agreement" has the meaning set forth in the preamble hereto.

"Borrower" has the meaning set forth in the introductory paragraph hereto.

"Claiming Party" has the meaning set forth in Section 3.02.

"Contributing Party" has the meaning set forth in Section 3.02.

"Credit Agreement" has the meaning set forth in the introductory paragraph hereto.

"Guarantors" means Subsidiaries of the Borrower identified as such on Schedule I and each other Subsidiary of the Borrower that becomes a party to this Agreement as a Guarantor after the Closing Date pursuant to Section 5.12; provided that

if a Subsidiary of the Borrower is released from its obligations as a Guarantor hereunder as provided in Section 5.11(b), such Subsidiary shall cease to be a Guarantor hereunder effective upon such release.

"Indemnified Amount" has the meaning set forth in Section 3.02.

"Loan Document Obligations" has the meaning set forth in the Credit Agreement.

"Obligations" means, collectively, (a) all Loan Document Obligations, (b) all Secured Swap Obligations, excluding, with respect to any Guarantor, Excluded Swap Obligations with respect to such Guarantor, and (c) all Secured Cash Management Obligations.

"Secured Cash Management Obligations" has the meaning set forth in the Credit Agreement.

"Secured Parties" means (a) the Administrative Agent, (b) each Arranger, (c) each Lender, (d) each Issuing Bank, (e) each Secured Cash Management Provider holding any Secured Cash Management Obligations, (f) each counterparty to any Secured Swap Agreement holding any Secured Swap Obligations, (g) the beneficiaries of each indemnification obligation undertaken by any Loan Party under any Loan Document and (h) the successors and permitted assigns of each of the foregoing.

"Secured Swap Obligations" has the meaning set forth in the Credit Agreement.

"Supplement" means an instrument in the form of Exhibit A hereto, or any other form approved by the Administrative Agent.

ARTICLE II

The Guarantees

SECTION 2.01. Guarantee. Each Guarantor irrevocably and unconditionally guarantees, jointly with the other Guarantors and severally, as a primary obligor and not merely as a surety, to the Secured Parties the due and punctual payment and performance of the Obligations. Each Guarantor further agrees that the Obligations may be extended or renewed, in whole or in part, or amended or modified, without notice to or further assent from it, and that it will remain bound upon its guarantee hereunder notwithstanding any extension, renewal, amendment or modification of any of the Obligations. Each Guarantor waives presentment to, demand of payment from and protest to the Borrower or any other Loan Party of any of the Obligations, and also waives notice of acceptance of its Guarantee and notice of protest for nonpayment.

SECTION 2.02. Guarantee of Payment; Continuing Guarantee. Each Guarantor further agrees that its guarantee hereunder constitutes a guarantee of payment when due (whether or not any bankruptcy, insolvency, receivership or similar proceeding

shall have stayed the accrual or collection of any of the Obligations or operated as a discharge thereof) and not merely of collection, and waives any right to require that any resort be had by the Administrative Agent or any other Secured Party to any security held for the payment of any of the Obligations or to any balance of any deposit account or credit on the books of the Administrative Agent or any other Secured Party in favor of the Borrower, any other Loan Party or any other Person. Each Guarantor agrees that its guarantee hereunder is continuing in nature and applies to all of the Obligations, whether currently existing or hereafter incurred.

SECTION 2.03. No Limitations. (a) Except for the termination or release of a Guarantor's obligations hereunder as expressly provided in Section 5.11, the obligations of each Guarantor hereunder shall not be subject to any reduction, limitation, impairment or termination for any reason and shall not be subject to any defense or set-off, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of any of the Obligations or any impossibility in the performance of any of the Obligations, or otherwise. Without limiting the generality of the foregoing, except for termination or release of its obligations hereunder as expressly provided in Section 5.11, the obligations of each Guarantor hereunder shall not be discharged or impaired or otherwise affected by (i) the failure of the Administrative Agent or any other Secured Party to assert any claim or demand or to enforce any right or remedy under the provisions of any Loan Document or otherwise, (ii) any extension or renewal of any of the Obligations, (iii) any rescission, waiver, amendment, or modification of, or any release from any of the terms or provisions of, any Loan Document or any other agreement, including with respect to any other Guarantor under this Agreement, (iv) the release of, or any impairment of or failure to perfect any Lien on any security held by the Administrative Agent or any other Secured Party for any of the Obligations, (v) the failure or delay of the Administrative Agent or any other Secured Party to exercise any right or remedy against any other guarantor of the Obligations, (vi) any default, failure or delay, wilful or otherwise, in the performance of any of the Obligations, (vii) any lack of validity or unenforceability of this Agreement or any other Loan Document, (viii) any change in ownership of the Borrower or any Guarantor or any merger or consolidation of the Borrower or any Guarantor with any other Person or (ix) any other act or omission that may or might in any manner or to any extent vary the risk of any Guarantor or otherwise operate as a discharge of any Guarantor as a matter of law or equity.

(b) Each Guarantor expressly authorizes the Secured Parties to take and hold security for the payment and performance of the Obligations, to exchange, waive or release any or all such security (with or without consideration), to enforce or apply such security in accordance with its terms and direct the order and manner of any sale thereof in their sole discretion or to release or substitute any one or more other guarantors or obligors upon or in respect of the Obligations, all without affecting the obligations of any Guarantor hereunder.

(c) To the fullest extent permitted by applicable law, each Guarantor waives any defense based on or arising out of any defense of the Borrower or any other Loan Party or the unenforceability of the Obligations or any part thereof from any cause,

or the cessation from any cause of the liability of the Borrower or any other Loan Party (other than the payment in full in cash of all the Obligations). The Administrative Agent and the other Secured Parties may, at their election, foreclose on any security held by one or more of them by one or more judicial or nonjudicial sales, accept an assignment of any such security in lieu of foreclosure, compromise or adjust any part of the Obligations, make any other accommodation with the Borrower or any other Loan Party or exercise any other right or remedy available to them against the Borrower or any other Loan Party, without affecting or impairing in any way the liability of any Guarantor hereunder (except to the extent the Obligations have been paid in full in cash). To the fullest extent permitted by applicable law, each Guarantor waives any defense arising out of any such election even though such election operates, pursuant to applicable law, to impair or to extinguish any right of reimbursement or subrogation or other right or remedy of such Guarantor against the Borrower or any other Loan Party, as the case may be, or any security. Any term or provision of this Agreement or any other Loan Document to the contrary notwithstanding, the maximum aggregate amount (after giving effect to Sections 3.01 and 3.02 hereof) of the Obligations for which any Guarantor shall be liable shall be limited to an aggregate amount equal to the largest amount that would not render its obligations under this Agreement subject to avoidance under Section 548 of the Bankruptcy Code of the United States or any applicable provisions of comparable state law.

SECTION 2.04. Reinstatement. Each Guarantor agrees that its guarantee hereunder shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of any Obligations is rescinded or must otherwise be restored by the Administrative Agent or any other Secured Party upon the bankruptcy or reorganization (or any analogous proceeding in any jurisdiction) of the Borrower, any other Loan Party or otherwise.

SECTION 2.05. Agreement to Pay; Subrogation. In furtherance of the foregoing and not in limitation of any other right that the Administrative Agent or any other Secured Party may have at law or in equity against any Guarantor by virtue hereof, upon the failure of the Borrower or any other Loan Party to pay any Obligation when and as the same shall become due, whether at maturity, by acceleration, after notice of prepayment or otherwise, each Guarantor hereby promises to and will forthwith pay, or cause to be paid, to the Administrative Agent for distribution to the applicable Secured Parties in cash the amount of such unpaid Obligation. Each Guarantor agrees that if payment in respect of any Obligation shall be due in a currency other than dollars and/or at a place of payment other than New York and if, by reason of any change in law, disruption of currency or foreign exchange markets, war or civil disturbance or other event, circumstance or condition, payment of such Obligation in such currency or at such place of payment shall be impossible or, in the reasonable judgment of the Administrative Agent or any Lender, not consistent with the protection of its rights or interests, then, at the election of the Administrative Agent, such Guarantor shall make payment of such Obligation in dollars (based upon the applicable exchange rate in effect on the date of payment) and/or in New York, and shall indemnify the Administrative Agent and each other Secured Party against any losses or reasonable out-of-pocket expenses (including losses or expenses resulting from fluctuations in exchange rates) that it shall sustain as a

result of such alternative payment. Upon payment by any Guarantor of any sums to the Administrative Agent as provided above, all rights of such Guarantor against the Borrower or any other Loan Party arising as a result thereof by way of right of subrogation, contribution, reimbursement, indemnity or otherwise shall in all respects be subject to Article III.

SECTION 2.06. Information. Each Guarantor assumes all responsibility for being and keeping itself informed of the Borrower's and each other Loan Party's financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the Obligations and the nature, scope and extent of the risks that such Guarantor assumes and incurs hereunder, in each case as diligent inquiry would reveal, and agrees that neither the Administrative Agent nor any other Secured Party will have any duty to advise such Guarantor of information known to it or any of them regarding such circumstances or risks.

SECTION 2.07. Payments Free of Taxes. Each Guarantor hereby acknowledges the provisions of Section 2.16 of the Credit Agreement and agrees to be bound by such provisions with the same force and effect, and to the same extent, as if such Guarantor were a party to the Credit Agreement.

ARTICLE III

Indemnity, Subrogation and Subordination

SECTION 3.01. Indemnity and Subrogation. In addition to all such rights of indemnity and subrogation as the Guarantors may have under applicable law (but subject to Section 3.03), the Borrower agrees that (a) in the event a payment in respect of any Obligation of the Borrower shall be made by any Guarantor under this Agreement, the Borrower shall indemnify such Guarantor for the full amount of such payment and such Guarantor shall be subrogated to the rights of the Person to whom such payment shall have been made to the extent of such payment and (b) in the event any assets of any Guarantor shall be sold pursuant to this Agreement or any other Loan Document to satisfy in whole or in part any Obligation of the Borrower, the Borrower shall indemnify such Guarantor in an amount equal to the greater of the book value or the fair market value of the assets so sold.

SECTION 3.02. Contribution and Subrogation. Each Guarantor (a "Contributing Party") agrees (subject to Section 3.03) that, in the event a payment shall be made by any other Guarantor hereunder in respect of any Obligations or assets of any other Guarantor shall be sold pursuant to any Loan Document to satisfy any Obligation and such other Guarantor (the "Claiming Party") shall not have been fully indemnified by the Borrower as provided in Section 3.01, the Contributing Party shall indemnify the Claiming Party in an amount equal to the amount of such payment or the greater of the book value or the fair market value of such assets (the "Indemnified Amount"), as the case may be, in each case multiplied by a fraction of which the numerator shall be the net worth of the Contributing Party on the date hereof and the denominator shall be the aggregate net worth of all the Guarantors on the date hereof (or, in the case of any

Guarantor becoming a party hereto pursuant to Section 5.12, the date of the Supplement hereto executed and delivered by such Guarantor). Any Contributing Party making any payment to a Claiming Party pursuant to this Section 3.02 shall (subject to Section 3.03) be subrogated to the rights of such Claiming Party under Section 3.01 to the extent of such payment. Notwithstanding the foregoing, to the extent that any Claiming Party's right to indemnification hereunder arises from a payment or sale of Collateral made to satisfy Obligations constituting Swap Obligations, only those Contributing Parties for whom such Swap Obligations do not constitute Excluded Swap Obligations shall indemnify such Claiming Party, with the fraction set forth in the second preceding sentence being modified as appropriate to provide for indemnification of the entire Indemnified Amount.

SECTION 3.03. Subordination. Notwithstanding any provision of this Agreement to the contrary, all rights of the Guarantors under Sections 3.01 and 3.02 and all other rights of the Guarantors of indemnity, contribution or subrogation under applicable law or otherwise shall be fully subordinated in right of payment to the payment in full of all the Obligations. No failure on the part of the Borrower or any Guarantor to make the payments required by Sections 3.01 and 3.02 (or any other payments required under applicable law or otherwise) shall in any respect limit the obligations and liabilities of any Guarantor with respect to its obligations hereunder, and each Guarantor shall remain liable for the full amount of the Obligations.

ARTICLE IV

Representations and Warranties

Each Loan Party represents and warrants that the execution, delivery and performance by such Loan Party of this Agreement have been duly authorized by all necessary corporate or other organizational action, and do not require the approval of such Loan Party's shareholders or other equity holders except where such approvals have been obtained, and this Agreement has been duly executed and delivered by such Loan Party and constitutes the legal, valid and binding obligation of such Loan Party enforceable against such Loan Party in accordance with its terms, except as enforceability may be limited by general principles of equity and bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally and by moratorium laws from time to time in effect.

ARTICLE V

Miscellaneous

SECTION 5.01. Notices. All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.01 of the Credit Agreement. All communications and notices hereunder to any Guarantor shall be given to it in care of the Borrower as provided in Section 9.01 of the Credit Agreement.

SECTION 5.02. Waivers; Amendment. (a) No failure or delay by the Administrative Agent, any Issuing Bank or any Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent, the Issuing Banks and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by the Borrower or any other Loan Party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. Without limiting the generality of the foregoing, the making of a Loan or the issuance of a Letter of Credit shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent, any Issuing Bank or any Lender may have had notice or knowledge of such Default at the time. No notice or demand on any Loan Party in any case shall entitle any Loan Party to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Administrative Agent and the Loan Party or Loan Parties with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 9.02 of the Credit Agreement.

SECTION 5.03. Administrative Agent's Fees and Expenses; Indemnification. (a) Each Guarantor, jointly with each other Guarantor and severally, agrees to reimburse the Administrative Agent for its fees and reasonable out-of-pocket expenses incurred hereunder as provided in Section 9.03(a) of the Credit Agreement as if each reference in such Section to "the Borrower" were a reference to "the Guarantors", mutatis mutandis, and with the same force and effect as if such Guarantor were a party to the Credit Agreement.

(b) Each Guarantor, jointly with each other Guarantor and severally, agrees to indemnify and hold harmless each Indemnitee as provided in Section 9.03(b) of the Credit Agreement as if each reference in such Section to "the Borrower" were a reference to "the Guarantors", mutatis mutandis, and with the same force and effect as if such Guarantor were a party to the Credit Agreement.

(c) To the extent permitted by applicable law, (i) no Guarantor shall assert, and each Guarantor hereby waives, any claim against any Indemnitee, on any theory of liability, for any damages arising from the use by others of information or other materials obtained through telecommunications, electronic or other information transmission systems (including the Internet), except to the extent that such damages are determined by a court of competent jurisdiction by a final and non-appealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee or from a material breach of the Credit Agreement by such Indemnitee, and (ii) no party

hereto shall assert, and each party hereby waives, any claim against any other party, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the Transactions, any Loan or Letter of Credit or the use of the proceeds thereof; provided that nothing in this sentence shall relieve the Guarantors of any obligation they may have to indemnify an Indemnitee against special, indirect, consequential or punitive damages asserted against such Indemnitee by a third party.

(d) Any amounts payable as provided in paragraph (a) or (b) of this Section shall be additional Obligations guaranteed hereby and secured by the Security Documents. All amounts due under paragraph (a) or (b) of this Section shall be payable promptly after written demand therefor.

(e) BY ACCEPTING THE BENEFITS OF THIS AGREEMENT AND THE GUARANTEES CREATED HEREBY, EACH SECURED PARTY SHALL BE DEEMED TO HAVE ACKNOWLEDGED THE PROVISIONS OF ARTICLE VIII OF THE CREDIT AGREEMENT AND AGREED TO BE BOUND BY SUCH PROVISIONS AS FULLY AS IF THEY WERE SET FORTH HEREIN.

SECTION 5.04. Survival. All covenants, agreements, representations and warranties made by the Loan Parties in the Loan Documents and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the Administrative Agent, the Arrangers, the Issuing Banks and the Lenders and shall survive the execution and delivery of the Loan Documents and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by any such Person or on its behalf and notwithstanding that the Administrative Agent, any Arranger, any Issuing Bank, any Lender or any Affiliate of any of the foregoing may have had notice or knowledge of any Default or incorrect representation or warranty at the time any Loan Document is executed and delivered or any credit is extended under the Credit Agreement, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under the Credit Agreement is outstanding and unpaid or any LC Exposure is outstanding and so long as the Commitments have not expired or terminated. The provisions of Sections 2.04, 2.07 and 5.03 shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated by the Loan Documents, the repayment of the Loans, the expiration or termination of the Letters of Credit and the Commitments or the termination of this Agreement or any provision hereof.

SECTION 5.05. Counterparts; Effectiveness; Several Agreement; Electronic Execution. (a) This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement. This Agreement shall become effective as to any Loan Party when a

counterpart hereof executed on behalf of such Loan Party shall have been delivered to the Administrative Agent and a counterpart hereof shall have been executed on behalf of the Administrative Agent, and thereafter shall be binding upon such Loan Party and the Administrative Agent and their respective permitted successors and assigns, and shall inure to the benefit of such Loan Party, the Administrative Agent and the other Secured Parties and their respective permitted successors and assigns, except that no Loan Party may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by such Loan Party without such consent shall be null and void), except as expressly provided in the Credit Agreement. This Agreement shall be construed as a separate agreement with respect to each Loan Party and may be amended, modified, supplemented, waived or released with respect to any Loan Party without the approval of any other Loan Party and without affecting the obligations of any other Loan Party hereunder.

(b) The words "execution", "signed", "signature", "delivery" and words of like import in or relating to any document to be signed in connection with this Agreement or any other Loan Document and the transactions contemplated hereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that nothing herein shall require the Administrative Agent to accept electronic signatures in any form or format without its prior written consent.

SECTION 5.06. Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION 5.07. Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender and Issuing Bank and each of their Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by such Lender, Issuing Bank or Affiliate to or for the credit or the account of any Guarantor against any of and all the obligations of such Guarantor, now or hereafter existing under this Agreement held by such Lender or Issuing Bank, irrespective of whether or not such Lender or Issuing Bank shall have made any demand under this Agreement and although such obligations may be unmatured. The rights of each Lender and Issuing Bank and their respective Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that such Lender, Issuing Bank or Affiliate may have. Each Lender and Issuing Bank shall notify the Borrower and the Administrative Agent promptly after any such set off and application; provided that the failure to give notice shall not affect the validity of such set off and application.

SECTION 5.08. Governing Law; Jurisdiction; Consent to Service of Process. (a) This Agreement shall be construed in accordance with and governed by the law of the State of New York.

(b) Each party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Supreme Court of the State of New York sitting in the Borough of Manhattan in The City of New York and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Loan Document, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding against the Administrative Agent, any Arranger, any Issuing Bank or any Lender shall be brought, and shall be heard and determined exclusively, in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or any other Loan Document shall affect any right that the Administrative Agent or any Lender or Issuing Bank may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against any Guarantor or its properties in the courts of any jurisdiction.

(c) Each party hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement hereby irrevocably consents to service of process in the manner provided for notices to it in Section 5.01. Nothing in this Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 5.09. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT

SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 5.10. Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

SECTION 5.11. Termination or Release. (a) Subject to Section 2.04, this Agreement and the Guarantees made herein shall automatically terminate and be released on the earlier to occur of (i) the satisfaction of the provisions of Section 9.18(c) of the Credit Agreement and (ii) payment in full in cash of all the Loan Document Obligations (other than contingent obligations for indemnification, expense reimbursement, tax gross-up or yield protection as to which no claim has been made), the expiration or termination of the Lenders' commitments to lend under the Credit Agreement, the reduction of the LC Exposure to zero and the expiration or termination of the Issuing Banks' obligations to issue, amend or extend Letters of Credit under the Credit Agreement.

(b) A Guarantor shall automatically be released from its obligations under this Agreement upon: (i) such Guarantor having been designated as an Unrestricted Subsidiary in accordance with the terms of the Credit Agreement, (ii) all the Equity Interests in such Guarantor held by the Borrower and its Subsidiaries having been sold or otherwise disposed of (other than to the Borrower or any of its Subsidiaries) (including by merger or consolidation) in any transaction not prohibited by the Credit Agreement, (iii) such Guarantor having ceased to be a wholly owned Subsidiary as a result of the consummation of any sale or disposition of all or any part of the Equity Interests of such Subsidiary not prohibited under the Credit Agreement and entered into for a valid business purpose, (iv) the release of such Guarantor from its obligations under this Agreement having been approved or authorized in writing by the Required Lenders (or such other percentage of the Lenders whose consent may be required in accordance with Section 9.02 of the Credit Agreement) or (v) in accordance with Section 9.18 of the Credit Agreement.

(c) In connection with any termination or release pursuant to paragraph (a) or (b) of this Section, the Administrative Agent shall execute and/or deliver to any Guarantor, at such Guarantor's expense, all releases and other documents that such Guarantor shall reasonably request to evidence such termination or release. Any execution and delivery of documents by the Administrative Agent pursuant to this Section shall be without recourse to or warranty by the Administrative Agent.

SECTION 5.12. Additional Guarantors. Pursuant to the Credit Agreement, certain Subsidiaries of the Borrower not a party hereto on the Availability Date are required to enter into this Agreement. Upon the execution and delivery by the Administrative Agent and any such Subsidiary of the Borrower of a Supplement, such

Subsidiary of the Borrower shall become a Guarantor hereunder with the same force and effect as if originally named as such herein. The execution and delivery of any Supplement shall not require the consent of any other Guarantor hereunder. The rights and obligations of each Guarantor hereunder shall remain in full force and effect notwithstanding the addition of any new Subsidiary of the Borrower as a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

HESS MIDSTREAM PARTNERS LP,

by HESS MIDSTREAM PARTNERS GP LP, its General Partner,

by HESS MIDSTREAM PARTNERS GP LLC, its General Partner,

by _____
Name:
Title:

HESS TGP GP LLC,

by _____
Name:
Title:

HESS MENTOR STORAGE HOLDINGS LLC,

by _____
Name:
Title:

HESS MENTOR STORAGE LLC,

by _____
Name:
Title:

HESS NORTH DAKOTA EXPORT LOGISTICS GP LLC,

by _____
Name:
Title:

HESS NORTH DAKOTA PIPELINES GP LLC

by _____
Name:
Title:

JPMORGAN CHASE BANK, N.A., as Administrative Agent,

by _____
Name:
Title:

Schedule I to
the Guarantee Agreement

INITIAL GUARANTORS

1. Hess TGP GP LLC

2. Hess Mentor Storage Holdings LLC

3. Hess Mentor Storage LLC

4. Hess North Dakota Export Logistics GP LLC

5. Hess North Dakota Pipelines GP LLC

Exhibit A to
the Guarantee Agreement

SUPPLEMENT NO. dated as of [ ] to the Guarantee Agreement dated as of [ ], 2017, among HESS MIDSTREAM PARTNERS LP, the GUARANTORS party thereto and JPMORGAN CHASE BANK, N.A., as Administrative Agent.

Reference is made to (a) the Revolving Credit Agreement dated as of March 15, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Hess Midstream Partners LP, a Delaware limited partnership (the "Borrower"), the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent, and (b) the Guarantee Agreement dated as of [ ], 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee Agreement"), among the Borrower, the Guarantors party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement or the Guarantee Agreement, as applicable.

The Guarantors have entered into the Guarantee Agreement in order to induce the Lenders and the Issuing Banks to extend credit to the Borrower. Section 5.12 of the Guarantee Agreement provides that additional Subsidiaries of the Borrower may become Guarantors under the Guarantee Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiary of the Borrower (the "New Subsidiary") is executing this Supplement to become a Guarantor under the Guarantee Agreement in order to induce the Lenders and the Issuing Banks to make additional extensions of credit under the Credit Agreement and as consideration for such extensions of credit previously issued.

Accordingly, the Administrative Agent and the New Subsidiary agree as follows:

SECTION 1. In accordance with Section 5.12 of the Guarantee Agreement, the New Subsidiary by its signature below becomes a Guarantor under the Guarantee Agreement with the same force and effect as if originally named therein as a Guarantor, and the New Subsidiary hereby agrees to all the terms and provisions of the Guarantee Agreement applicable to it as a Guarantor thereunder. Each reference to a "Guarantor" in the Guarantee Agreement shall be deemed to include the New Subsidiary. The Guarantee Agreement is hereby incorporated herein by reference.

SECTION 2. The New Subsidiary represents and warrants that (a) the execution, delivery and performance by the New Subsidiary of this Supplement have been duly authorized by all necessary corporate or other organizational action, and do not require the approval of the New Subsidiary's shareholders or other equity holders except where such approvals have been obtained, and this Supplement has been duly executed and delivered by the New Subsidiary and constitutes the legal, valid and binding obligation of the New Subsidiary enforceable against such New Subsidiary in accordance

with its terms, except as enforceability may be limited by general principles of equity and bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally and by moratorium laws from time to time in effect, and (b) all representations and warranties set forth in Sections 3.01, 3.02, 3.03, 3.10, 3.16, 3.19 and 3.20 of the Credit Agreement as to the New Subsidiary are true and correct.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Supplement by facsimile or other electronic imaging shall be effective as delivery of a manually signed counterpart of this Supplement. This Supplement shall become effective as to the New Subsidiary when a counterpart hereof executed on behalf of the New Subsidiary shall have been delivered to the Administrative Agent and a counterpart hereof shall have been executed on behalf of the Administrative Agent, and thereafter shall be binding upon the New Subsidiary and the Administrative Agent and their respective permitted successors and assigns, and shall inure to the benefit of the New Subsidiary, the Administrative Agent, the other Secured Parties and their respective successors and assigns, except that the New Subsidiary shall not have the right to assign or transfer its rights or obligations hereunder or any interest herein (and any such assignment or transfer shall be void) except as expressly provided in this Supplement, the Guarantee Agreement and the Credit Agreement.

SECTION 4. Except as expressly supplemented hereby, the Guarantee Agreement shall remain in full force and effect.

SECTION 5. THIS SUPPLEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Any provision of this Supplement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION 7. All communications and notices hereunder shall be in writing and given as provided in Section 5.01 of the Guarantee Agreement.

IN WITNESS WHEREOF, the New Subsidiary and the Administrative Agent have duly executed this Supplement to the Guarantee Agreement as of the day and year first above written.

[NAME OF NEW SUBSIDIARY],

by _____
Name:
Title:

JPMORGAN CHASE BANK, N.A., as Administrative Agent,

by _____
Name:
Title:

EXHIBIT D
to Credit Agreement

[Letterhead of Issuing Bank]

FORM OF
NOTICE OF LC ACTIVITY

[insert date]

Hess Midstream Partners LP
c/o Hess Corporation
1185 Avenue of the Americas
New York, New York 10036
Facsimile: (855) 439-8592, (855) 671-7087

Attention: Eric S. Fishman and Christopher J. Molinaro

JPMorgan Chase Bank, N.A.,
as the Administrative Agent
Loan & Agency Services
500 Stanton Christiana Road, NCC5, Floor 01
Newark, Delaware 19713
Facsimile: (302) 634-1417

Attention: Rea Seth

Hess Midstream Partners LP – Notice of LC Activity

Ladies and Gentlemen:

This Notice of LC Activity is delivered to you pursuant to Section 2.05(b) of the Revolving Credit Agreement dated as of March 15, 2017 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among Hess Midstream Partners LP, a Delaware limited partnership (the "Borrower"), the Lenders party thereto and JPMorgan Chase Bank, N.A., as the Administrative Agent. Unless otherwise defined herein, terms used herein have the meanings provided in the Credit Agreement.

The undersigned Issuing Bank hereby gives you notice pursuant to Section 2.05(b) of the Credit Agreement that [the Issuing Bank [issued] [amended] [renewed] [extended] a Letter of Credit pursuant to a Notice of LC Request from the Borrower][1]. A copy of such Letter of Credit [(as so [amended] [renewed] [extended])] is attached hereto as Exhibit A. The beneficiary of such Letter of Credit is . The stated amount of such Letter of Credit is $. Such Letter of Credit was issued on [and the [amendment] [renewal] [extension] thereof became effective on]. As of the date hereof, $ of such Letter of Credit has been drawn on. The expiration date of such Letter of

[1] In the case of a Notice of LC Activity delivered in connection with an expiry of, or a drawing under a Letter of Credit, identify the applicable Letter of Credit and specify such expiration date or the amount of such drawing.

Credit is , . [*Issuing Bank to add any other information with respect to the amendment, renewal, extension or expiry of, or drawing under, such Letter of Credit as the Administrative Agent may reasonably request.*]

_____ ,
as Issuing Bank,

By: _____
Name:
Title:

Exhibit A

[See Attached Letter of Credit]

EXHIBIT E
to Credit Agreement

[Letterhead of Borrower]

FORM OF
NOTICE OF LC REQUEST

[insert date]

_____ ,
as the Issuing Bank

_____

_____
Facsimile: _____

Attention: _____

JPMorgan Chase Bank, N.A.,
as the Administrative Agent
Loan & Agency Services
500 Stanton Christiana Road, NCC5, Floor 01
Newark, Delaware 19713
Facsimile: (302) 634-1417

Attention: Rea Seth

Hess Midstream Partners LP – Notice of LC Request

Ladies and Gentlemen:

This Notice of LC Request is delivered to , as an issuing bank (the "Issuing Bank"), pursuant to Section 2.05(b) of the Revolving Credit Agreement dated as of March 15, 2017 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among Hess Midstream Partners LP, a Delaware limited partnership (the "Borrower"), the Lenders party thereto and JPMorgan Chase Bank, N.A., as the Administrative Agent. Unless otherwise defined herein, capitalized terms used herein have the meanings provided in the Credit Agreement.

1. [The Borrower requests that a Letter of Credit (the "Letter of Credit") be issued as provided herein. The amount of the Letter of Credit is $. After giving effect to the issuance of the Letter of Credit, (i) the aggregate LC Exposure will not exceed $150,000,000, (ii) the portion of the LC Exposure attributable to Letters of Credit issued by the Issuing Bank will not exceed the LC Commitment of the Issuing Bank (unless otherwise agreed by the Issuing Bank), (iii) the Revolving Credit Exposure of any Lender will not exceed the Commitment of such Lender, (iv) the sum of the Revolving Credit Exposures of all the Lenders will not exceed the sum of the Commitments of all the Lenders, and (v) the sum of the LC Exposure attributable to Letters of Credit expiring after any Existing Maturity Date and the Swingline Exposure attributable to Swingline Loans maturing after such Existing Maturity Date will not exceed the sum of the Commitments that have been extended to a date after the latest

expiration date of such Letters of Credit and the latest maturity date of such Swingline Loans.] [The Borrower requests that the [identify *Letter of Credit*] (the "Letter of Credit") be [amended] [renewed] [extended] as provided herein. After giving effect to the [amendment] [renewal] [extension] of the Letter of Credit, (i) the aggregate LC Exposure will not exceed $150,000,000, (ii) the portion of the LC Exposure attributable to Letters of Credit issued by the Issuing Bank will not exceed the LC Commitment of the Issuing Bank (unless otherwise agreed by the Issuing Bank), (iii) the Revolving Credit Exposure of any Lender will not exceed the Commitment of such Lender, (iv) the sum of the Revolving Credit Exposures of all the Lenders will not exceed the sum of the Commitments of all the Lenders, and (v) the sum of the LC Exposure attributable to Letters of Credit expiring after any Existing Maturity Date and the Swingline Exposure attributable to Swingline Loans maturing after such Existing Maturity Date will not exceed the sum of the Commitments that have been extended to a date after the latest expiration date of such Letters of Credit and the latest maturity date of such Swingline Loans.]

2. The proposed date of the requested [issuance] [amendment] [renewal] [extension] of the Letter of Credit is , (which is a Business Day).

3. The expiration date of the Letter of Credit is , .[1]

4. [Borrower to add any other information necessary to prepare, amend, renew or extend the Letter of Credit (including amount of Letter of Credit, name and address of the beneficiary thereof, drawing conditions, etc.).]

The undersigned Financial Officer of the Borrower certifies that each of the conditions precedent to the proposed issuance set forth in Section 4.03 of the Credit Agreement has been satisfied.

The Borrower has caused this Notice of LC Request to be executed and delivered by a Financial Officer of the Borrower this day of , .

HESS MIDSTREAM PARTNERS LP

By: HESS MIDSTREAM PARTNERS GP LLC,
its General Partner

By: _____
Name:
Title:

[1] Insert date that is no less than 30 Business Days prior to the Maturity Date. The Maturity Date and the Availability Period, as such terms are used in the Credit Agreement in reference to any Issuing Bank or any Letter of Credit issued by such Issuing Bank, may not be extended with respect to any Issuing Bank without the prior written consent of such Issuing Bank.

EXHIBIT F
to Credit Agreement

FORM OF NOTE

[●], 2017

FOR VALUE RECEIVED, the undersigned, HESS MIDSTREAM PARTNERS LP, a Delaware limited partnership (the "Borrower"), unconditionally promises to pay to (the "Lender") the aggregate unpaid principal amount of all Loans made by the Lender to the Borrower pursuant to the Revolving Credit Agreement dated as of March 15, 2017 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among Hess Midstream Partners LP, the lenders party thereto (including the Lender) and JPMorgan Chase Bank, N.A., as Administrative Agent, on such dates and in such amounts as are set forth in the Credit Agreement. The amounts payable under the Credit Agreement may be reduced only in accordance with the terms of the Credit Agreement. Unless otherwise defined, capitalized terms used herein have the meanings provided in the Credit Agreement.

The Borrower also promises to pay interest on the unpaid principal amount hereof from time to time outstanding from and including the date hereof until maturity (whether by acceleration or otherwise) and, after maturity, until paid, at the rates per annum and on the dates specified in the Credit Agreement.

Payments of both principal and interest are to be made without setoff or counterclaim in lawful money of the United States of America in same day or immediately available funds to the account designated by the Administrative Agent.

This Note is one of the Notes referred to in, and evidences the Loans made by the Lender under, the Credit Agreement, to which reference is made for a statement of the terms and conditions on which the Borrower is permitted and required to make prepayments and repayments of principal of the indebtedness evidenced by this Note and on which such indebtedness may be declared to be or shall automatically become immediately due and payable.

THIS NOTE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

HESS MIDSTREAM PARTNERS LP

By: HESS MIDSTREAM PARTNERS GP LLC,
its General Partner

By: _____
Name:
Title:

LOAN AND PRINCIPAL PAYMENTS

Date	Amount of Loan	Amount of Principal Repaid	Unpaid Principal Balance	Notations Made By