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 (Date of earliest event reported): March 29, 2022

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

DELAWARE	No. 001-39163	No. 84-3211812
(State or other jurisdiction of incorporation)	(Commission file number)	(IRS employer identification number)

1501 McKinney Street
Houston, Texas 77010
(Address, including zip code, of registrant's principal executive offices)

Registrant's Telephone Number, Including Area Code: (713) 496-4200

N/A
(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))

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

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

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

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

Item 1.01 Entry into a Material Definitive Agreement.

Repurchase Transaction

On March 29, 2022, Hess Midstream LP, a Delaware limited partnership (the "Company"), Hess Midstream Operations LP, a Delaware limited partnership and a subsidiary of the Company that holds all of the Company's operating assets ("HESM OpCo" and, together with the Company, the "Partnership Entities"), Hess Investments North Dakota LLC, a Delaware limited liability company ("HINDL"), and GIP II Blue Holding, L.P., a Delaware limited partnership ("GIP" and, together with HINDL, the "Selling Shareholders" or the "Sponsors"), entered into a Unit Repurchase Agreement (the "Repurchase Agreement") pursuant to which HESM OpCo agreed to purchase from the Sponsors an aggregate number of Class B units representing limited partner interests in HESM OpCo (the "Class B Units" and such Class B Units subject to the Repurchase Agreement, the "Repurchased Units"), with the number of Repurchased Units to be determined by dividing (a) $400 million by (b) the public offering price of the Class A shares in the Secondary Offering (as defined below), subject to certain adjustments. This unit repurchase transaction is referred to herein as the "Repurchase Transaction." The terms of the Repurchase Agreement were unanimously approved by the Board of Directors (the "Board") of Hess Midstream GP LLC ("GP LLC"), a Delaware limited liability company and the general partner of Hess Midstream GP LP, a Delaware limited partnership and the general partner of the Company (the "General Partner"), and a conflicts committee of the Board consisting solely of independent directors (the "Conflicts Committee"). The Conflicts Committee retained independent legal and financial advisors to assist it in evaluating and negotiating the Repurchase Agreement and the Repurchase Transaction.

Each of the Sponsors made customary representations and warranties in the Repurchase Agreement, including, among others, representations and warranties as to their organization, authorization to enter into the Repurchase Agreement, ownership of the Subject Units and necessary consents and approvals. Each of the Partnership Entities also made customary representations and warranties in the Repurchase Agreement, including, among others, representations and warranties as to their organization, authorization to enter into the Repurchase Agreement and necessary consents and approvals.

The Repurchase Transaction was consummated on April 4, 2022, substantially concurrently with the closing of the Secondary Offering. At the closing of the Repurchase Transaction, HESM OpCo purchased a total of 13,559,322 Repurchased Units from the Sponsors (divided equally between the Sponsors) for an aggregate purchase price of $399,999,999. The purchase price per Repurchased Unit was $29.50, representing the public offering price of the Class A shares in the Secondary Offering, and HESM OpCo funded the payment of the purchase price using borrowings under its existing revolving credit facility. Pursuant to the terms of the Repurchase Agreement, immediately following the closing of the Repurchase Transaction, HESM OpCo cancelled the Repurchased Units, and the Company cancelled, for no consideration, an equal number of Class B shares representing limited partner interests in the Company (the "Class B Shares") held by the General Partner in accordance with Section 5.5(e) of the Amended and Restated Agreement of Limited Partnership of the Company, dated as of December 16, 2019.

The above description of the Repurchase Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Repurchase Agreement, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Secondary Offering

On March 30, 2022, the Company, the General Partner, GP LLC, the Selling Shareholders, and Citigroup Global Markets Inc. and Goldman Sachs & Co. LLC, as representatives of the several underwriters listed therein (the "Underwriters"), entered into an Underwriting Agreement (the "Underwriting Agreement"), pursuant to which the Selling Shareholders agreed to sell to the Underwriters, and the Underwriters agreed to purchase from the Selling Shareholders, subject to and upon the terms and conditions set forth therein, 8,900,000 Class A shares representing limited partner interests in the Company (the "Class A Shares") at a price of $29.50 per Class A Share, less underwriting discounts (the "Secondary Offering").

Pursuant to the terms of the Underwriting Agreement, the Selling Shareholders also granted the Underwriters an option, exercisable for 30 days, to purchase up to an additional 1,335,000 Class A Shares at the same price per share as the Class A Shares, less underwriting discounts. The Underwriters subsequently notified the Selling Shareholders of their intent to exercise such option in full, and the Selling Shareholders completed the sale of an aggregate of 10,235,000 Class A Shares to the Underwriters on April 4, 2022. The Selling Shareholders received net proceeds from the Secondary Offering of $291,666,795, after deducting underwriting discounts. The Company did not receive any proceeds in the Secondary Offering.

The Underwriting Agreement includes customary representations, warranties and covenants by the Company and Selling Shareholders and customary conditions to closing, obligations of the parties and termination provisions. Additionally, under the terms of the Underwriting Agreement, the Company and the Selling Shareholders have agreed to indemnify the Underwriters against certain liabilities, including liabilities under the Securities Act of 1933, as amended (the "Securities Act"), or to contribute to payments the Underwriters may be required to make in respect of these liabilities.

Pursuant to the Underwriting Agreement, the Company, the Selling Shareholders and certain directors and officers of the Company have agreed not to sell or otherwise dispose of any Class A Shares held by them for a period ending 60 days after the date of the Underwriting Agreement without first obtaining the written consent of the representatives of the Underwriters, subject to certain exceptions.

The Secondary Offering was made pursuant to the Company's effective shelf registration statement on Form S-3 (Registration No. 333-235650), a base prospectus dated December 31, 2019, included as part of the registration statement, and a prospectus supplement, dated March 30, 2022, filed with the Securities and Exchange Commission pursuant to Rule 424(b) under the Securities Act.

The Underwriting Agreement is attached hereto as an exhibit to provide interested persons with information regarding its terms, but is not intended to provide any other factual information about the Company or the Selling Shareholders. The representations, warranties and covenants contained in the Underwriting Agreement were made only for purposes of the Underwriting Agreement as of specific dates indicated therein, were solely for the benefit of the parties to the agreement, and may be subject to limitations agreed upon by such parties.

The foregoing description of the terms of the Underwriting Agreement does not purport to be complete and is qualified in its entirety by reference to the Underwriting Agreement which is filed as Exhibit 1.1 to this Current Report on Form 8-K and incorporated by reference herein.

The legal opinion of Latham & Watkins LLP relating to the validity of the Class A Shares is attached as Exhibit 5.1 to this Current Report on Form 8-K.

Relationships

The Company is managed and controlled by GP LLC. GP LLC is wholly owned by Hess Infrastructure Partners GP LLC ("HIP GP"), and HIP GP is owned 50% by HINDL and 50% by GIP. As a result, certain individuals, including officers and directors of Hess Corporation, HINDL, GIP, HIP GP and

the General Partner, serve as officers and/or directors of more than one of such other entities. In addition, after giving effect to the Secondary Offering and the Repurchase Transaction, each of HINDL and GIP has beneficial ownership of 449,000 Class A Shares, 97,923,803 Class B Shares and 97,923,803 Class B Units. Such Class A Shares, Class B Shares and Class B Units collectively represent an approximate 81.65% voting interest and 2.04% economic interest in the Company and an approximate 81.65% economic interest in HESM OpCo.

Item 2.01. Completion of Acquisition or Disposition of Assets

The description of the Repurchase Transaction (as defined above) in Item 1.01 is incorporated herein by reference.

Item 7.01. Regulation FD Disclosure.

On March 29, 2022, the Company issued press releases announcing the Repurchase Transaction and the launch of the Secondary Offering. Copies of these press releases are filed as Exhibits 99.1 and 99.2, respectively, to this Current Report on Form 8-K and are incorporated herein by reference. On March 30, 2022, the Company issued a press release announcing the pricing of the Secondary Offering. A copy of this press release is attached hereto as Exhibit 99.3 and is incorporated herein by reference. In accordance with General Instruction B.2 of Form 8-K, the information set forth in the attached Exhibits 99.1, 99.2 and 99.3 is deemed to be “furnished” and shall not be deemed to be “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

1.1	Underwriting Agreement, dated March 30, 2022, by and among Hess Midstream LP, Hess Midstream GP LP, Hess Midstream GP LLC, Hess Investments North Dakota LLC, GIP II Blue Holding, L.P., Citigroup Global Markets Inc. and Goldman Sachs & Co. LLC
5.1	Opinion of Latham & Watkins LLP
10.1	Unit Repurchase Agreement, dated as of March 29, 2022, by and among Hess Midstream Operations LP, Hess Midstream LP, Hess Investments North Dakota LLC and GIP II Blue Holding, L.P.
23.1	Consent of Latham & Watkins LLP (included in Exhibit 5.1)
99.1	Press Release issued by the Company on March 29, 2022 (announcing the Repurchase Transaction)
99.2	Press Release issued by the Company on March 29, 2022 (announcing the launch of the Secondary Offering)
99.3	Press Release issued by the Company on March 30, 2022 (announcing the pricing of the Secondary Offering)
104	Cover Page Interactive Data File (embedded within the inline XBRL document)

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 LP

By: Hess Midstream GP LP,
its general partner

By: Hess Midstream GP LLC,
its general partner

Date: April 4, 2022

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

Exhibit 1.1

Execution Version

HESS MIDSTREAM LP

8,900,000 Class A Shares Representing Limited Partner Interests

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Underwriting Agreement

March 30, 2022

Citigroup Global Markets Inc.
388 Greenwich Street
New York, New York 10013

Goldman Sachs & Co. LLC
200 West Street
New York, New York 10282

As representatives of the several Underwriters
named in Schedule I hereto,

Ladies and Gentlemen:

The shareholders of Hess Midstream LP, a Delaware limited partnership (the "Company"), named in Schedule II hereto (the "Selling Shareholders"), propose, subject to the terms and conditions stated in this agreement (this "Agreement"), to sell to the Underwriters named in Schedule I hereto (the "Underwriters"), for whom Citigroup Global Markets Inc. and Goldman Sachs & Co. LLC are acting as representatives (the "Representatives"), an aggregate of 8,900,000 Class A shares ("Class A Shares") representing limited partner interests in the Company (the "Firm Shares") and, at the election of the Underwriters, up to 1,335,000 additional Class A Shares (the "Optional Shares") (the Firm Shares and the Optional Shares that the Underwriters elect to purchase pursuant to Section 3 hereof being collectively called the "Shares").

Hess Midstream GP LP, a Delaware limited partnership and the general partner of the Company ("GP LP"), and Hess Midstream GP LLC, a Delaware limited liability company and the general partner of GP LP ("GP LLC"), are hereinafter collectively referred to as the "GP Entities".

The Shares to be sold by the Selling Shareholders consist of Class A Shares that are issuable upon redemption or exchange of Class B units ("Class B Units") representing limited partner interests in Hess Midstream Operations LP, a Delaware limited partnership (the "Partnership"), and an equal number of Class B shares representing limited partner interests in the Company ("Class B Shares") pursuant to the

Third Amended and Restated Agreement of Limited Partnership of the Partnership, dated December 16, 2019 (the "Partnership Agreement"). Pursuant to the Partnership Agreement, in connection with and prior to the sale of applicable Shares at each Time of Delivery (as defined below), each Selling Shareholder will have a number of Class B Units (and GP LP will have a number of Class B Shares) at least equal to the number of Shares being sold at such Time of Delivery redeemed or exchanged, as applicable, for an equal number of Class A Shares (such redemption(s) or exchange(s) being referred to as the "Selling Shareholder Exchange").

1. The Company and the GP Entities, severally and jointly, represent and warrant to, and agree with, each of the Underwriters that:

(a) A registration statement on Form S-3 (File No. 333-235650) (the "Initial Registration Statement") in respect of the Shares has been filed with the Securities and Exchange Commission (the "Commission"); the Initial Registration Statement and any post-effective amendment thereto, each in the form heretofore delivered to you, have been declared effective by the Commission in such form; other than a registration statement, if any, increasing the size of the offering (a "Rule 462(b) Registration Statement"), filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended (the "Act"), which became effective upon filing, no other document with respect to the Initial Registration Statement has been filed, or transmitted for filing, with the Commission (other than prospectuses filed pursuant to Rule 424(b) of the rules and regulations of the Commission under the Act, each in the form heretofore delivered to the Representatives); and no stop order suspending the effectiveness of the Initial Registration Statement, any post-effective amendment thereto or any part thereof or the Rule 462(b) Registration Statement, if any, has been issued and no proceeding for that purpose or pursuant to Section 8A of the Act has been initiated or, to the Company's knowledge, threatened by the Commission (the base prospectus filed as part of the Initial Registration Statement, in the form in which it has most recently been filed with the Commission on or prior to the date of this Agreement relating to the Shares, is hereinafter called the "Basic Prospectus"; any preliminary prospectus (including any preliminary prospectus supplement) relating to the Shares filed with the Commission pursuant to Rule 424(b) under the Act is hereinafter called a "Preliminary Prospectus"; the various parts of the Initial Registration Statement and the Rule 462(b) Registration Statement, if any, including all exhibits thereto and including any prospectus supplement relating to the Shares that is filed with the Commission and deemed by virtue of Rule 430B under the Act to be part of the Initial Registration Statement, each as amended at the time such part of the Initial Registration Statement became effective or such part of the Rule 462(b) Registration Statement, if any, became or hereafter becomes effective, are hereinafter collectively called the "Registration Statement"; the Basic Prospectus, as amended and supplemented immediately prior to the Applicable Time (as defined in Section 1(c) hereof), is hereinafter called the "Pricing Prospectus"; the form of the final prospectus (including any final prospectus supplement) relating to the Shares filed with the Commission pursuant to Rule 424(b) under the Act in accordance with Section 6(a) hereof is hereinafter called the "Prospectus"; any reference herein to the Basic Prospectus, the Pricing Prospectus, any Preliminary Prospectus or the Prospectus shall be deemed to refer to and include the documents incorporated by reference therein pursuant to Item 12 of Form S-3, as of the date of such prospectus; any reference to any

amendment or supplement to the Basic Prospectus, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus shall be deemed to refer to and include any post-effective amendment to the Registration Statement, any prospectus supplement relating to the Shares filed with the Commission pursuant to Rule 424(b) under the Act and any documents filed under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and incorporated therein, in each case after the date of the Basic Prospectus, such Preliminary Prospectus, the Pricing Prospectus or the Prospectus, as the case may be; any reference to any amendment to the Registration Statement shall be deemed to refer to and include any annual report of the Company filed pursuant to Section 13(a) or 15(d) of the Exchange Act after the effective date of the Registration Statement that is incorporated by reference in the Registration Statement; any oral or written communication with potential investors undertaken in reliance on Rule 163B under the Act is hereinafter called a "Testing-the-Waters Communication"; and any Testing-the-Waters Communication that is a written communication within the meaning of Rule 405 under the Act is hereinafter called a "Written Testing-the-Waters Communication"; and any "issuer free writing prospectus" as defined in Rule 433 under the Act relating to the Shares is hereinafter called an "Issuer Free Writing Prospectus");

(b) (A) No order preventing or suspending the use of any Preliminary Prospectus or an Issuer Free Writing Prospectus has been issued by the Commission, and (B) each Preliminary Prospectus, at the time of filing thereof, conformed in all material respects to the requirements of the Act and the rules and regulations of the Commission thereunder, and did not contain 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, in the light of the circumstances under which they were made, not misleading; provided, however, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with the Underwriter Information or Shareholder Information (each as defined herein);

(c) For the purposes of this Agreement, the "Applicable Time" is 5:10 p.m., New York City time, on the date of this Agreement. The Pricing Prospectus, as supplemented by the information listed on Schedule III(c) hereto, taken together (collectively, the "Pricing Disclosure Package"), as of the Applicable Time, did not, and as of each Time of Delivery (as defined in Section 5(a) of this Agreement) will not, include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and each Issuer Free Writing Prospectus and each Written Testing-the-Waters Communication does not conflict with the information contained in the Registration Statement, the Pricing Prospectus or the Prospectus, and each Issuer Free Writing Prospectus and each Written Testing-the-Waters Communication, as supplemented by and taken together with the Pricing Disclosure Package as of the Applicable Time, did not, and as of each Time of Delivery will not, include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that this representation and warranty shall not apply to statements or omissions made in reliance upon and in conformity with the Underwriter Information or the Shareholder Information;

(d) The documents incorporated by reference in the Pricing Prospectus and Prospectus, when they became effective or were filed with the Commission, as the case may be, conformed in all material respects to the requirements of the Act or the Exchange Act, as applicable, and the rules and regulations of the Commission thereunder, and none of such documents contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading; and any further documents so filed and incorporated by reference in the Pricing Prospectus and the Prospectus or any further amendment or supplement thereto, when such documents become effective or are filed with the Commission, as the case may be, will conform in all material respects to the requirements of the Act or the Exchange Act, as applicable, and the rules and regulations of the Commission thereunder and will not contain 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; and no such documents were filed with the Commission since the Commission's close of business on the business day immediately prior to the date of this Agreement and prior to the execution of this Agreement, except as set forth on Schedule III(b) hereto;

(e) The Registration Statement conforms, and the Prospectus and any further amendments or supplements to the Registration Statement and the Prospectus will conform, in all material respects to the requirements of the Act and the rules and regulations of the Commission thereunder and do not and will not, as of the applicable effective date as to each part of the Registration Statement, as of the applicable filing date as to the Prospectus and any amendment or supplement thereto, and as of each Time of Delivery, contain 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; provided, however, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with the Underwriter Information or Shareholder Information;

(f) Except in each case as otherwise disclosed in each of the Pricing Disclosure Package and the Prospectus, since the date of the most recent financial statements of the Company included or incorporated by reference in each of the Pricing Disclosure Package and the Prospectus, (i) none of the Company or any of its subsidiaries has incurred any material liability or obligation, direct or contingent, or entered into any material transaction, and there has not been any change in the capital interests, short term debt, or long term debt of the Company or any of its subsidiaries, or any dividend or distribution of any kind declared, set aside for payment, paid or made by the Company on any class of equity securities or its other ownership interests, or any material adverse change, or any development involving a prospective material adverse change, in or affecting the general affairs, management, condition (financial or otherwise), earnings, business, properties or operations of the Company and its subsidiaries, taken as a whole and (ii) none of the Company or any of its subsidiaries has sustained any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor disturbance or dispute or any action, order or decree of any court or arbitrator or governmental or regulatory authority;

(g) The Company and its subsidiaries have good and marketable title in fee simple to, or have valid rights to lease or otherwise use, all items of real property (save and except for "rights-of-way" (as defined below)) and good and marketable title to all items of personal property that are material to the respective businesses of the Company and its subsidiaries, in each case free and clear of all Liens, except those that (i) are described in the Pricing Disclosure Package and the Prospectus, (ii) do not, individually or in the aggregate, materially interfere with the use made and proposed to be made of such property by the Company and its subsidiaries, (iii) do not, individually or in the aggregate, materially affect the value of such property, or (iv) would not, individually or in the aggregate, have a Material Adverse Effect (as defined below);

(h) The Company and each of its subsidiaries have been duly organized and are validly existing and in good standing under the laws of their respective jurisdictions of organization, are duly qualified to do business and are in good standing in each jurisdiction in which their respective ownership or lease of property or the conduct of their respective businesses requires such qualification, and have all power and authority necessary to own or hold their respective properties and to conduct the businesses in which they are engaged, except where the failure to be so qualified, in good standing or have such power or authority would not, individually or in the aggregate, have a material adverse effect on the business, properties, management, financial position or results of operations of the Company and its subsidiaries, taken as a whole (a "Material Adverse Effect"), or have a material adverse effect on the performance by the Company of its obligations under this Agreement;

(i) At the First Time of Delivery (as defined in Section 5 hereof), after giving effect to the sale of the Firm Shares by the Selling Shareholders and the applicable Selling Shareholder Exchange, but before the Company's concurrent repurchase of certain Class B Units owned by the Selling Shareholders and cancellation of certain Class B Shares pursuant to that certain Unit Repurchase Agreement dated March 29, 2022, by and among the Company, the Partnership and the Selling Shareholders (the "Unit Repurchase Agreement"), as described in the Pricing Disclosure Package and the Prospectus, the issued and outstanding limited partner interests of the Company will consist of 42,667,846 Class A Shares and 210,741,928 Class B Shares, and such Class A Shares will conform to the description of the Class A Shares contained in the Pricing Disclosure Package and the Prospectus, and at each Time of Delivery, the applicable Shares to be sold by the Selling Shareholders to the Underwriters hereunder have been duly and validly authorized and issued and, when delivered against payment therefor as provided herein and the organizational documents of the Company and the Partnership, will be fully paid and non-assessable (except as such nonassessability may be affected by Sections 17-303, 17-607 and 17-804 of the Delaware Revised Uniform Limited Partnership Act ("Delaware LP Act")) and will conform to the description of the Class A Shares contained in the Pricing Disclosure Package and the Prospectus;

(j) All of the outstanding shares of capital stock or other equity interests of each subsidiary of the Company have been duly and validly authorized and issued, are fully paid and non-assessable (except as such nonassessability may be affected by Sections 17-303, 17-607 and 17-804 of the Delaware LP Act or Sections 18-607 and 18-804 of the Delaware Limited Liability Company Act) and are owned (except as otherwise described in each of the Pricing Disclosure Package and the Prospectus) directly or indirectly by the Company free and clear of any lien, charge, encumbrance, security interest, restriction on voting or transfer or any other claim of any third party (collectively, "Liens"), except for (i) any Liens pursuant to the credit agreement dated as of December 16, 2019 among the Company, the Partnership, the lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent (the "Credit Agreement"), (ii) any restrictions on transferability as described in the Pricing Disclosure Package and the Prospectus and (iii) any Liens created or arising under the Delaware LP Act;

(k) The execution, delivery and performance by the Company of this Agreement, the issuance and sale of the Shares and the compliance by the Company with the terms of this Agreement and the consummation of the transactions contemplated by this Agreement and the Pricing Prospectus will not (A) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, result in the termination, modification or acceleration of, or result in the creation or imposition of any lien, charge or encumbrance upon any property, right or asset of the Company or any of its subsidiaries pursuant to any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any property, right or asset of the Company or any of its subsidiaries is, or will be, at the applicable Time of Delivery, subject (other than any such conflict, breach, violation, lien or encumbrance created or imposed pursuant to the collateral documents relating to the Credit Agreement that has not been waived or released, as applicable, provided that the issuance and sale of the Shares will not result in a breach or violation of or constitute a default under either of the foregoing), (B) result in any violation of the provisions of the charter or by-laws or similar organizational documents of the Company or (C) result in the violation of any law or statute or any judgment, order, rule or regulation of any court or arbitrator or governmental or regulatory authority, except, in the case of clauses (A) and (C) above, for any such conflict, breach, violation default, lien, charge or encumbrance that would not, individually or in the aggregate, have a Material Adverse Effect or have a material adverse effect on the performance by the Company of its obligations under this Agreement;

(l) Except as described in each of the Pricing Disclosure Package and the Prospectus, there are no legal, governmental or regulatory investigations, actions, demands, claims, suits, arbitrations, inquiries or proceedings ("Actions") pending to which the Company or any of its subsidiaries is or may be a party to or to which any property of the Company or any of its subsidiaries is or may be subject that, individually or in the aggregate, if determined adversely to the Company or any of its subsidiaries, would reasonably be expected to have a Material Adverse Effect, or have a material adverse effect on the performance by the Company of its obligations under this Agreement; and no such Actions are, to the knowledge of the Company, threatened or contemplated by any governmental or regulatory authority;

(m) Neither the Company nor any of its subsidiaries is (i) in violation of its charter or by-laws or similar organizational documents; (ii) in default, and no event has occurred that, with notice or lapse of time or both, would constitute such a default, in the due performance or observance of any term, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any property or asset of the Company or any of its subsidiaries is subject; or (iii) in violation of any law or statute or any judgment, order, rule or regulation of any court or arbitrator or governmental or regulatory authority, except, in the case of clauses (ii) and (iii) above, for any such default or violation that would not, if continued, individually or in the aggregate, have a Material Adverse Effect or have a material adverse effect on the performance by the Company of its obligations under this Agreement;

(n) The statements set forth in the Pricing Prospectus and the Prospectus under the headings “Material U.S. Federal Income Tax Consequences to Non-U.S. Holders” and “Investments in Hess Midstream LP By Employee Benefit Plans” accurately summarize in all material respects the matters therein described; the statements under the heading, “Description of Our Class A Shares and Class B Shares”, insofar as such statements purport to summarize the provisions of law, rules, regulations, agreements, documents or legal, regulatory or governmental proceedings referred to therein, provide accurate summaries thereof in all material respects;

(o) The Company is not and, after giving effect to the offering and sale of the Shares by the Selling Shareholders as described in the Pricing Disclosure Package and Prospectus, will not be an “investment company” within the meaning of the Investment Company Act of 1940, as amended, and the rules and regulations of the Commission thereunder;

(p) At the time of filing the Initial Registration Statement and any post-effective amendment thereto, at the earliest time thereafter that the Company or any offering participant made a bona fide offer (within the meaning of Rule 164(h)(2) under the Act) of the Shares, and at the date hereof, the Company was not and is not an “ineligible issuer,” as defined in Rule 405 under the Act;

(q) Ernst & Young LLP, who have audited certain financial statements of the Company and its subsidiaries, and have audited the Company’s internal control over financial reporting, are independent public accountants as required by the Act and the rules and regulations of the Commission thereunder;

(r) The Company maintains systems of internal controls sufficient to provide reasonable assurance regarding the reliability of financial information and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles in the United States (“GAAP”), including, but not limited to, internal controls sufficient to provide reasonable assurance that (A) transactions are executed in accordance with management’s general or specific authorizations, (B) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain asset accountability, (C) access to assets is permitted only in accordance with management’s general or specific authorization and (D) 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 disclosed in each of the Pricing Disclosure Package and the Prospectus, there are no material weaknesses or significant deficiencies in the Company’s internal controls;

(s) The Company maintains effective "disclosure controls and procedures" (as defined in Rule 13a-15(e) of the Exchange Act) that are designed to ensure that information required to be disclosed by the Company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the Commission's rules and forms, including controls and procedures designed to ensure that such information is accumulated and communicated to the management of the Company as appropriate to allow timely decisions regarding required disclosure. The Company and its subsidiaries have carried out evaluations of the effectiveness of their disclosure controls and procedures as required by Rule 13a-15 of the Exchange Act;

(t) None of the Company or any of its subsidiaries, any director or officer of the Company or any of its subsidiaries or, to the knowledge of the Company, any employee or agent of the Company or any of its subsidiaries has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made or taken an act in furtherance of an offer, promise or authorization of any direct or indirect unlawful payment or benefit to any foreign or domestic government official or employee, including of any government-owned or controlled entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office; (iii) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977, as amended, or any applicable law or regulation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, or committed an offense under the Bribery Act 2010 of the United Kingdom, or any other applicable anti-bribery or anti-corruption law; or (iv) made, offered, agreed, requested or taken an act in furtherance of any unlawful bribe or other unlawful benefit, including, without limitation, any rebate, payoff, influence payment, kickback or other unlawful or improper payment or benefit. The Company and its subsidiaries have instituted, maintain and enforce policies and procedures designed to promote and reasonably ensure compliance with all applicable anti-bribery and anti-corruption laws;

(u) The operations of the Company and its subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements, including those of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the applicable money laundering statutes of all jurisdictions where the Company or any of its subsidiaries conducts 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 Company or any of its subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of the Company, threatened;

(v) None of the Company, any of its subsidiaries, directors or officers, or, to the knowledge of the Company, any employee or agent of the Company or any of its subsidiaries is currently the subject or the target of any sanctions administered or enforced by the U.S. government (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State and including, without limitation, the designation as a "specially designated national" or "blocked person"), the United Nations Security Council, the European Union, Her Majesty's Treasury or other relevant sanctions authority (collectively, "Sanctions"), nor is the Company or any of its subsidiaries located, organized or resident in a country or territory that is the subject or target of Sanctions, including, without limitation, the so-called Donetsk People's Republic, the so-called Luhansk People's Republic, the Crimea region of Ukraine, Cuba, Iran, North Korea and Syria (each, a "Sanctioned Country"). For the past three years, the Company and its subsidiaries have not knowingly engaged in, and are not now knowingly engaged in, any dealings or transactions with any Sanctioned Country or with any person that at the time of the dealing or transaction is or was the subject or the target of Sanctions;

(w) This Agreement has been duly authorized, executed and delivered by the Company and the GP Entities;

(x) The financial statements of the Company and its consolidated subsidiaries and the related notes thereto included or incorporated by reference in the Registration Statement, the Pricing Prospectus and the Prospectus, present fairly in all material respects the financial position of the Company and its consolidated subsidiaries, as applicable, as of the dates indicated and the results of their respective operations, partners' capital and the changes in their respective cash flows for the periods specified; such financial statements have been prepared in conformity with GAAP applied on a consistent basis throughout the periods covered thereby, except to the extent disclosed therein;

(y) The Company and the GP Entities have all requisite right, power and authority to execute and deliver this Agreement and to perform their respective obligations hereunder, as applicable, and all action required to be taken for the due and proper authorization, execution and delivery of this Agreement and the consummation of the transactions contemplated thereby has been duly and validly taken;

(z) No consent, approval, authorization, order, registration or qualification of or with any court or arbitrator or governmental or regulatory authority is required for (A) the execution, delivery and performance by the Company of this Agreement, (B) the sale of the Shares by the Selling Shareholders or (C) compliance by the Company with the terms of this Agreement, except in each case for such consents, approvals, authorizations, orders and registrations or qualifications (i) as may be required under applicable state securities laws or the rules and regulations of the Financial Industry Regulatory Authority ("FINRA") and applicable regulations under such laws in connection with the resale of the Shares by the Underwriters, (ii) that have been, or on or prior to the applicable Time of Delivery will be, obtained or made or (iii) such consents, approvals, authorizations, orders and registrations or qualifications, that, if not obtained, would not, individually or in the aggregate, have a Material Adverse Effect or have a material adverse effect on the performance by the Company of its obligations under this Agreement;

(aa) None of the Company or the GP Entities have taken, directly or indirectly, any action designed to or that would reasonably be expected to cause or result in any stabilization or manipulation of the price of the Shares;

(bb) The Company and its subsidiaries own or possess, have the right to use, 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, have a Material Adverse Effect, and none of the Company and its subsidiaries 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 have a Material Adverse Effect;

(cc) The Company and each of its subsidiaries have such consents, easements, right-of-way or licenses from any person ("rights-of-way") as are necessary to conduct their respective business in the manner described in the Pricing Disclosure Package and the Prospectus, subject to such qualifications as may be set forth in the Pricing Disclosure Package and the Prospectus, except for such rights-of-way that, if not obtained, would not, individually or in the aggregate, have a Material Adverse Effect; the Company and each of its subsidiaries have fulfilled and performed all their respective 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 Pricing Disclosure Package and the Prospectus, except for such revocation or termination that would not, individually or in the aggregate, have a Material Adverse Effect;

(dd) No relationship, direct or indirect, exists between or among the Company or any of its subsidiaries, on the one hand, and the directors, officers, limited partners, equity-holders, customers, suppliers or other affiliates of the Company or any of its subsidiaries, on the other hand, that is required by the Act or the Exchange Act to be described in each of the Registration Statement and the Prospectus and that is not so described in such documents;

(ee) Except as would not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect: (i) the Company and its subsidiaries have filed all tax returns required to be filed through the date hereof or has requested extensions thereof; (ii) the Company and its subsidiaries have paid all federal, state, local and foreign taxes required to be paid through the date hereof, except as currently being contested in good faith and for which reserves required by GAAP have been created in the financial statements of the Company and its subsidiaries; and (iii) except as otherwise disclosed in each of the Pricing Disclosure Package and the Prospectus, there is no tax deficiency that has been, or would reasonably be expected to be, asserted against the Company or any of its subsidiaries or any of their respective properties or assets;

(ff) The Company and its subsidiaries possess all permits, consents, licenses, franchises, certificates and authorizations of governmental or regulatory authorities (each, a "permit" and collectively, "permits") that are necessary for the ownership or lease of their respective properties or the conduct of their respective businesses as described in each of the Pricing Disclosure Package and the Prospectus, except where the failure to possess or acquire the same would not, individually or in the aggregate, have a Material Adverse Effect; and except as described in each of the Pricing Disclosure Package and the Prospectus, none of the Company or any of its subsidiaries has received notice of any revocation or modification of any such permit or has any reason to believe any such permit will not be renewed in the ordinary course, 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;

(gg) No labor disturbance by or dispute with employees of the Company or any of its subsidiaries exists, except as described in the Pricing Disclosure Package and the Prospectus, or, to the knowledge of the Company, is imminent, and the Company is not aware of any existing or imminent labor disturbance by, or dispute with, any of the employees of the Company or its subsidiaries, or any of the Company's or its subsidiaries' principal suppliers, contractors or customers, except as would not have a Material Adverse Effect. None of the Company or any of its subsidiaries has received any notice of cancellation or termination with respect to any collective bargaining agreement to which it is a party;

(hh) (a) The Company and its subsidiaries (x) are in compliance with all applicable federal, state, local and foreign laws (including common law), rules, regulations, requirements, decisions, judgments, decrees, orders and other legally enforceable requirements or agreements with any governmental or regulatory authority relating to pollution, the protection of human health or safety (to the extent related to exposure to hazardous or toxic substances or wastes, pollutants or contaminants), the environment or natural resources, and hazardous or toxic substances or wastes, pollutants or contaminants, including crude oil, natural gas, petroleum and any respective derivatives or byproducts (collectively, "Environmental Laws"); (y) have received and are in compliance with all permits, licenses, certificates or other authorizations or approvals required of them under any Environmental Laws to conduct their respective businesses as presently conducted; and (z) have not received notice of any actual or potential liability or obligation under or relating to, or any actual or potential violation of, any Environmental Laws, including for the investigation or remediation of any disposal or release of hazardous or toxic substances or wastes, pollutants or contaminants, and the Company has no knowledge of any event or condition that would reasonably be expected to result in any such notice; (b) there are no costs or liabilities associated with Environmental Laws of or relating to the Company or its subsidiaries, except in the case of each of (a) and (b) above, for any such matter as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and (c) except as described in each of the Pricing Disclosure Package and the Prospectus, (x) there is no proceeding that is pending, or that is known to be contemplated, against the Company or any of its subsidiaries under any Environmental Laws in which a governmental entity is also a party, other than any such proceeding with respect to which it is reasonably believed that monetary sanctions of $300,000 or more will not be imposed; (y) the Company is not aware of any facts

or issues regarding compliance with Environmental Laws, liabilities or other obligations under Environmental Laws or otherwise concerning hazardous or toxic substances or wastes, pollutants or contaminants, that could reasonably be expected to have a material effect on the capital expenditures, earnings or competitive position of the Company and its subsidiaries; and (z) none of the Company or any of its subsidiaries anticipates material capital expenditures relating to any Environmental Laws;

(ii) None of the Company or any member of its "Controlled Group" (defined as any entity, whether or not incorporated, that is under common control with the Company within the meaning of Section 4001(a)(14) of Employee Retirement Income Security Act of 1974, as amended ("ERISA") or any entity that would be regarded as a single employer with the Company under Section 414(b), (c), (m) or (o) of the Internal Revenue Code of 1986, as amended) has any liability under any employee benefit plan, within the meaning of Section 3(3) of ERISA;

(jj) The Company and its subsidiaries have insurance covering their respective properties, operations, personnel and businesses, including business interruption insurance, which insurance is in amounts and insures against such losses and risks as are prudent and customary in the business in which the Company and its subsidiaries are engaged; and none of the Company or any of its subsidiaries has (i) been refused any insurance coverage sought or applied for or (ii) 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 at reasonable cost from similar insurers as may be necessary to continue its business;

(kk) Except (A) as set forth in the organizational documents of the Company's subsidiaries, (B) such approval or other consent from governmental entities relating to the restrictions on the transfer, pledge or other encumbrance of ownership interests or assets arising under federal, state or local laws applicable to storage, gathering and transportation assets, (C) as disclosed in each of the Pricing Disclosure Package and the Prospectus, including restrictions pursuant to the Credit Agreement and restrictions pursuant to the terms of the outstanding series of senior notes of the Company's applicable subsidiaries and (D) where such prohibition would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, no subsidiary of the Company is currently prohibited, directly or indirectly, under any agreement or other instrument to which it is a party or is subject, from paying any distributions to the Company, from making any other distribution on such subsidiary's capital stock or similar ownership interest, from repaying to the Company any loans or advances to such subsidiary from the Company or from transferring any of such subsidiary's properties or assets to the Company or any other subsidiary of the Company;

(ll) None of the Company or any of its subsidiaries is a party to any contract, agreement or understanding with any person (other than this Agreement) that would give rise to a valid claim against any of them or any Underwriter for a brokerage commission, finder's fee or like payment in connection with the offering and sale of the Shares;

(mm) The Company's and its subsidiaries' information technology assets and equipment, computers, systems, networks, hardware, software, websites, applications, and databases (collectively, "IT Systems") are adequate for, and operate and perform as necessary for the operation of the business of the Company and its subsidiaries as currently conducted, except as would not, individually or in the aggregate, have a Material Adverse Effect. The Company and its subsidiaries conduct industry-standard scans of its IT Systems to detect and address material bugs, errors, defects, Trojan horses, time bombs, malware and other corruptants. The Company and its subsidiaries have implemented and maintained commercially reasonable controls, policies, procedures, and safeguards to maintain and protect their material confidential information and the integrity and security of all IT Systems and sensitive data (including all personal, personally identifiable, confidential or regulated data ("Sensitive Data")) used in connection with their businesses, and there have been no known breaches, violations, outages or unauthorized uses of or accesses to same, except as would not, individually or in the aggregate, have a Material Adverse Effect, and the Company and its subsidiaries have not had a duty to notify any other person, nor had any incidents under internal review or investigations relating to the same. The Company and its subsidiaries are presently in material compliance with all applicable laws or statutes and all judgments, orders, and regulations of any court or arbitrator or governmental or regulatory authority, internal policies and contractual obligations applicable to the privacy and security of its IT Systems and Sensitive Data and to the protection of such IT Systems and Sensitive Data from unauthorized use, access, misappropriation or modification;

(nn) No forward-looking statement (within the meaning of Section 27A of the Act and Section 21E of the Exchange Act) included or incorporated by reference in any of the Pricing Disclosure Package or the Prospectus has been made or reaffirmed without a reasonable basis or has been disclosed other than in good faith;

(oo) The interactive data in the eXtensible Business Reporting Language included or incorporated by reference in the Registration Statement and the Prospectus fairly presents the information called for in all material respects and has been prepared in accordance with the Commission's rules and guidelines applicable thereto; and

(pp) Nothing has come to the attention of the Company or any of its subsidiaries that has caused the Company or such subsidiary to believe that the statistical and market-related data included or incorporated by reference in each of the Pricing Disclosure Package and the Prospectus is not based on or derived from sources that are reliable and accurate in all material respects.

2. Each of the Selling Shareholders, severally and not jointly and with respect to itself only, represents and warrants to, and agrees with, each of the Underwriters, the GP Entities and the Company that:

(a) All consents, approvals, authorizations and orders necessary for the execution and delivery by such Selling Shareholder of this Agreement and for the sale and delivery of the Shares to be sold by such Selling Shareholder hereunder, have been obtained; and such Selling Shareholder has full right, power and authority to enter into this Agreement and to sell, assign, transfer and deliver the Shares to be sold by such Selling Shareholder hereunder;

(b) The execution, delivery and performance by such Selling Shareholder of this Agreement, the sale of the Shares to be sold by such Selling Shareholder hereunder and the compliance by such Selling Shareholder with the terms of this Agreement and the consummation of the transactions contemplated by this Agreement and the Pricing Prospectus will not (A) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which such Selling Shareholder is a party or by which such Selling Shareholder is bound or to which any of the property or assets of such Selling Shareholder is subject, (B) result in any violation of the provisions of the limited liability company agreement or partnership agreement, as applicable, of such Selling Shareholder (or similar applicable organizational document), (C) result in the violation of any law or statute or any judgment, order, rule or regulation of any court or governmental agency or body having jurisdiction over such Selling Shareholder or any property or assets of such Selling Shareholder, and (D) no consent, approval, authorization, order, registration or qualification of or with any such court or arbitrator or governmental or regulatory authority, except, in the case of clauses (A) through and (D) above, for any such conflict, breach, violation, default, lien, charge or encumbrance that would not, individually or in the aggregate, have a Material Adverse Effect or have a material adverse effect on the performance by such Selling Shareholder of its obligations under this Agreement;

(c) As of immediately prior to each Time of Delivery (as defined in Section 5 hereof), such Selling Shareholder will have good and valid title to the Shares to be sold by such Selling Shareholder hereunder at such Time of Delivery, free and clear of all liens, encumbrances, equities or claims; and, upon delivery of such Shares and payment therefor pursuant hereto, good and valid title to such Shares, free and clear of all liens, encumbrances, equities or claims, will pass to the several Underwriters;

(d) On or prior to the date of the Pricing Prospectus, such Selling Shareholder has executed and delivered to the Underwriters a lock-up agreement substantially in the form of Annex II hereto (the “Lock-Up Agreement”);

(e) Such Selling Shareholder has not taken and will not take, directly or indirectly, any action that is designed to or that has constituted or might reasonably be expected to cause or result in stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Shares; provided that the Company may repurchase Shares from the Selling Shareholder pursuant to the Unit Repurchase Agreement, as described in the Pricing Disclosure Package and the Prospectus;

(f) To the extent that any statements or omissions made in the Registration Statement, any Preliminary Prospectus, the Prospectus or any amendment or supplement thereto are made in reliance upon and in conformity with written information furnished to the Company by such Selling Shareholder pursuant to Item 7 of Form S–3 expressly for use therein, such Registration Statement and Preliminary Prospectus did, and the Prospectus and any further amendments or supplements to the Registration Statement and the Prospectus will, when they become effective or are filed with the Commission, as the case may be, conform in all material respects to the requirements of the Act and the rules and regulations of the Commission thereunder and not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading;

(g) Such Selling Shareholder will deliver to you prior to or at the First Time of Delivery a properly completed and executed United States Treasury Department Form W-9 (or other applicable form or statement specified by Treasury Department regulations in lieu thereof);

(h) Such Selling Shareholder will not directly or indirectly use the proceeds of the offering of the Shares hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, (i) to fund or facilitate any activities of or business with any person, or in any country or territory, that, at the time of such funding, is the subject or the target of Sanctions, or in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions, or (ii) 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 Money Laundering Laws or any applicable anti-bribery or anti-corruption laws; and

(i) Such Selling Shareholder is not prompted by any material information concerning the Company or any of its subsidiaries that is not disclosed in the Pricing Prospectus to sell its Shares pursuant to this Agreement.

3.

(a) Subject to the terms and conditions herein set forth, (i) each of the Selling Shareholders agrees, severally and not jointly, to sell to each of the Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from each of the Selling Shareholders, at a purchase price per Class A Share of $28.497, the number of Firm Shares (to be adjusted by you so as to eliminate fractional shares) determined by multiplying the aggregate number of Firm Shares to be sold by each of the Selling Shareholders as set forth opposite their respective names in Schedule II hereto by a fraction, the numerator of which is the aggregate number of Firm Shares to be purchased by such Underwriter as set forth opposite the name of such Underwriter in Schedule I hereto and the denominator of which is the aggregate number of Firm Shares to be purchased by all of the Underwriters from all of the Selling Shareholders hereunder and (ii) in the event and to the extent that the Underwriters shall exercise the election to purchase Optional Shares as provided below, each of the Selling Shareholders agrees, severally and not jointly, to sell to each of the Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from each of the Selling Shareholders, at the purchase price per Class A Share set forth in clause (i) of this Section 3(a) (provided that the purchase price per Optional Share shall be reduced by an amount per Class A Share equal to any dividends or distributions declared by the Company and payable on the Firm Shares but not payable on the Optional Shares), that portion of the number of Optional Shares as to which such election shall have been exercised (to be adjusted by you so as to eliminate fractional shares) determined by multiplying such number of Optional Shares by a fraction the numerator of which is the maximum number of Optional Shares which such Underwriter is entitled to purchase as set forth opposite the name of such Underwriter in Schedule I hereto and the denominator of which is the maximum number of Optional Shares that all of the Underwriters are entitled to purchase hereunder.

(b) The Selling Shareholders, as and to the extent indicated in Schedule II hereto, hereby grant, severally and not jointly, to the Underwriters the right to purchase, in whole, or from time to time in part, at their election up to 1,335,000 Optional Shares, at the purchase price per Class A Share set forth in the paragraph above (provided that the purchase price per Optional Share shall be reduced by an amount per Class A Share equal to any dividends or distributions declared by the Company and payable on the Firm Shares but not payable on the Optional Shares). Any such election to purchase Optional Shares shall be made in proportion to the number of Optional Shares to be sold by each Selling Shareholder. Any such election to purchase Optional Shares may be exercised only by written notice from you to the Company and the Selling Shareholders, given within a period of 30 calendar days after the date of this Agreement and setting forth the aggregate number of Optional Shares to be purchased and the date on which such Optional Shares are to be delivered, as determined by you but in no event earlier than the First Time of Delivery (as defined in Section 5 hereof) or, unless you and the Company and the Selling Shareholders otherwise agree in writing, earlier than two or later than ten business days after the date of such notice.

4. Upon the authorization by you of the release of the Shares, the several Underwriters propose to offer the Shares for sale upon the terms and conditions set forth in the Pricing Prospectus and the Prospectus.

5.

(a) The Shares to be purchased by each Underwriter hereunder, in definitive or book-entry form, and in such authorized denominations and registered in such names as the Representatives may request upon at least forty-eight hours' prior notice to the Company and the Selling Shareholders shall be delivered by or on behalf of the Selling Shareholders to the Representatives, through the facilities of the Depository Trust Company ("DTC"), for the account of such Underwriter, against payment by or on behalf of such Underwriter of the purchase price therefor by wire transfer of Federal (same-day) funds to the accounts specified by the Selling Shareholders to the Representatives at least forty-eight hours in advance. The time and date of such delivery and payment shall be, with respect to the Firm Shares, 9:30 a.m., New York City time, on April 4, 2022 or such other time and date as the Representatives, the Company and the Selling Shareholders may agree upon in writing, and, with respect to the Optional Shares, 9:30 a.m., New York time, on the date specified by the Representatives in the written notice given by the Representatives of the Underwriters' election to purchase such Optional Shares, or such other time and date as the Representatives, the Company and the Selling Shareholders may agree upon in writing. Such time and date for delivery of the Firm Shares is herein called the "First Time of Delivery", each such time and date for delivery of the Optional Shares, if not the First Time of Delivery, is herein called an "Applicable Time of Delivery", and each such time and date for delivery is herein called a "Time of Delivery".

(b) The documents to be delivered at each Time of Delivery by or on behalf of the parties hereto pursuant to Section 9 hereof, including the cross receipt for the Shares and any additional documents requested by the Underwriters pursuant to Section 9(l) hereof, will be delivered at the office of Cravath, Swaine & Moore LLP, Worldwide Plaza, 825 Eighth Avenue, New York, NY 10019, and the Shares will be delivered through the facilities of the DTC, all at such Time of Delivery. For the purposes of this Section 5, "New York Business Day" shall mean each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which banking institutions in New York are generally authorized or obligated by law or executive order to close.

6. The Company and the GP Entities agree with each of the Underwriters:

(a) To prepare the Prospectus in a form approved by you and to file such Prospectus pursuant to Rule 424(b) under the Act not later than the Commission's close of business on the second business day following the date of this Agreement or such earlier time as may be required under the Act; to make no further amendment or any supplement to the Registration Statement, the Basic Prospectus or the Prospectus prior to the last Time of Delivery which shall be disapproved by you promptly after reasonable notice thereof; to advise you, promptly after it receives notice thereof, of the time when any amendment to the Registration Statement has been filed or becomes effective or any amendment or supplement to the Prospectus has been filed and to furnish you with copies thereof; to file promptly all material required to be filed by the Company with the Commission pursuant to Rule 433(d) under the Act; to file promptly all reports and any definitive proxy or information statements required to be filed by the Company with the Commission pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act subsequent to the date of the Prospectus and for so long as the delivery of a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) is required in connection with the offering or sale of the Shares; to advise you, promptly after it receives notice thereof, of the issuance by the Commission of any stop order or of any order preventing or suspending the effectiveness of the Registration Statement (or any proceeding for such purpose or pursuant to Section 8A) or the use of any Preliminary Prospectus or other prospectus in respect of the Shares, of the suspension of the qualification of the Shares for offering or sale in any jurisdiction, of the initiation or threatening of any proceeding for any such purpose, or of any request by the Commission for the amending or supplementing of the Registration Statement or the Prospectus or for additional information; and, in the event of the issuance of any stop order or of any order preventing or suspending the use of any Preliminary Prospectus or other prospectus or suspending any such qualification, to promptly use its best efforts to obtain the withdrawal of such order;

(b) Promptly from time to time to take such action as you may reasonably request to qualify the Shares for offering and sale under the securities laws of such jurisdictions as you may reasonably request and to comply with such laws so as to permit the continuance of sales and dealings therein in such jurisdictions for as long as may be necessary to complete the distribution of the Shares, provided that in connection therewith the Company shall not be required to qualify as a foreign corporation (where not otherwise required) or to file a general consent to service of process in any jurisdiction (where not otherwise required);

(c) [reserved];

(d) Prior to 10:00 a.m., New York City time, on the New York Business Day next succeeding the date of this Agreement and from time to time, to furnish the Underwriters with written and electronic copies of the Prospectus (or the Disclosure Package prior to the time of issue of the Prospectus) in New York City in such quantities as you may reasonably request, and, if the delivery of a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) is required at any time prior to the expiration of nine months after the time of issue of the Prospectus in connection with the offering or sale of the Shares and if at such time any event shall have occurred as a result of which the Prospectus as then amended or supplemented would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made when such Prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) is delivered, not misleading, or, if for any other reason it shall be necessary during such same period to amend or supplement the Prospectus or to file under the Exchange Act any document incorporated by reference in the Prospectus in order to comply with the Act or the Exchange Act, to notify you and upon your request to file such document and to prepare and furnish without charge to each Underwriter and to any dealer in securities as many written and electronic copies as you may from time to time reasonably request of an amended Prospectus or a supplement to the Prospectus which will correct such statement or omission or effect such compliance; and in case any Underwriter is required to deliver a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) in connection with sales of any of the Shares at any time nine months or more after the time of issue of the Prospectus, upon your request but at the expense of such Underwriter, to prepare and deliver to such Underwriter as many written and electronic copies as you may request of an amended or supplemented Prospectus complying with Section 10(a)(3) of the Act;

(e) To make generally available to its security holders as soon as practicable (which may be satisfied by filing with the Commission's Electronic Data Gathering Analysis and Retrieval System), but in any event not later than sixteen months after the effective date of the Registration Statement (as defined in Rule 158(c) under the Act), an earnings statement of the Company and its subsidiaries (which need not be audited) complying with Section 11(a) of the Act and the rules and regulations of the Commission thereunder (including, at the option of the Company, Rule 158);

(f) During the period beginning from the date hereof and continuing to and including the date 60 days after the date of the Prospectus (the "Lock-Up Period"), not to (i) offer, sell, contract to sell, pledge, grant any option to purchase, lend or otherwise dispose of any Class A Shares, or any options or warrants to purchase Class A Shares, or any securities that are convertible into or exchangeable for, or that represent the right to receive, Class A Shares, or publicly disclose the intention to make any offer, sale, pledge, disposition or filing with respect to Class A Shares, (ii) enter into any transaction or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of the Class A Shares or any such other securities, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Class A Shares or such other securities, in cash or otherwise (other than the Shares to be sold hereunder), or (iii) otherwise publicly announce any intention to engage in or cause

any action or activity described in clause (i) above or transaction or arrangement described in clause (ii) above, in each case without the prior written consent of the Representatives, except: (A) to issue Class A Shares (which, for the avoidance of doubt, shall be subject to the restrictions described in this paragraph (f)) upon the exchange or redemption of Class B Units and Class B Shares, (B) to issue equity-based awards under the Company's equity incentive plan or any other plan or agreement described in the Prospectus or included or incorporated by reference in the Registration Statement, provided that any such Class A Shares issued in connection with this clause (B) shall be subject to the restrictions described in this paragraph (f), (C) to issue and sell Class A Shares or securities convertible into or exchangeable or redeemable for Class A Shares as payment for any part of the purchase price for businesses that are acquired by the Company and its affiliates or any third parties in one transaction or a series of related transactions or the filing or confidential submission of a registration statement relating to such securities, provided that (x) no greater than 5 percent of the outstanding number of Class A Shares (or securities convertible into or exchangeable or redeemable for the same) are issued and sold in accordance with this clause (C), (y) such 5 percent limit shall not apply to issuances and sales of Class B Units and Class B Shares to Hess Corporation or its affiliates (as defined in Rule 405 under the Act), and (z) any recipient of such Class A Shares or securities convertible into or exchangeable or redeemable for Class A Shares, including Class B Units and Class B Shares, must agree in writing to be bound by the terms of this paragraph (f) for the remaining term of the Lock-Up Period, and (D) to publicly disclose any transaction that involves any of the actions permitted by the foregoing clauses (A) through (C);

(g) If the Company elects to rely upon Rule 462(b), the Company shall file a Rule 462(b) Registration Statement with the Commission in compliance with Rule 462(b) by 10:00 p.m., Washington, D.C. time, on the date of this Agreement, and the Company shall at the time of filing either pay the Commission the filing fee for the Rule 462(b) Registration Statement or give irrevocable instructions for the payment of such fee pursuant to Rule 111(b) under the Act; and

(h) Upon request of any Underwriter, to furnish, or cause to be furnished, to such Underwriter an electronic version of the Company's trademarks, servicemarks and corporate logo for use on the website, if any, operated by such Underwriter for the purpose of facilitating the on-line offering of the Shares (the "License"); provided, however, that the License shall be used solely for the purpose described above, is granted without any fee and may not be assigned or transferred.

7.

(a) The Company and the GP Entities represent and agree that, without the prior consent of the Representatives, it has not made and will not make any offer relating to the Shares that would constitute a "free writing prospectus" as defined in Rule 405 under the Act; each Selling Shareholder represents, severally and not jointly, and agrees that, without the prior consent of the Company and the Representatives, it has not made and will not make an offer relating to the Shares that would constitute a free writing prospectus; and each Underwriter represents and agrees that, without the prior consent of the Company and the Representatives, it has not made and will not make any offer relating to the Shares that would constitute a free writing prospectus required to be filed with the Commission; any such free writing prospectus the use of which has been consented to by the Company and the Representatives is listed on Schedule III hereto;

(b) The Company has complied and will comply with the requirements of Rule 433 under the Act applicable to any Issuer Free Writing Prospectus, including timely filing with the Commission or retention where required and legending;

(c) The Company and the GP Entities agree that if at any time following issuance of an Issuer Free Writing Prospectus or Written Testing-the-Waters Communication any event occurred or occurs as a result of which such Issuer Free Writing Prospectus or Written Testing-the-Waters Communication would conflict with the information in the Registration Statement, the Pricing Prospectus or the Prospectus or would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances then prevailing, not misleading, the Company will give prompt notice thereof to the Representatives and, if requested by the Representatives, will prepare and furnish without charge to each Underwriter an Issuer Free Writing Prospectus, Written Testing-the-Waters Communication or other document which will correct such conflict, statement or omission; provided, however, that this covenant shall not apply to any statements or omissions in an Issuer Free Writing Prospectus made in reliance upon and in conformity with the Underwriter Information or Shareholder Information;

(d) The Company and the GP Entities represent and agree that (i) they have not engaged in, or authorized any other person to engage in, any Testing-the-Waters Communications, other than Testing-the-Waters Communications with the prior consent of the Representatives with entities that the Company reasonably believes are qualified institutional buyers as defined in Rule 144A under the Act or institutions that are accredited investors as defined in Rule 501(a)(1), (a)(2), (a)(3), (a)(7) or (a)(8) under the Act; and (ii) they have not distributed, or authorized any other person to distribute, any Written Testing-the-Waters Communications, other than those distributed with the prior consent of the Representatives that are listed on Schedule III(d) hereto; and

(e) Each Underwriter represents and agrees that any Written Testing-the-Waters Communications undertaken by it were with entities that such Underwriter reasonably believes are qualified institutional buyers as defined in Rule 144A under the Act or institutions that are accredited investors as defined in Rule 501(a)(1), (a)(2), (a)(3), (a)(7) or (a)(8) under the Act.

8. The Company, the GP Entities and each of the Selling Shareholders covenant and agree with one another and with the several Underwriters that:

(a) the Company will pay or cause to be paid: (i) the fees, disbursements and expenses of the Company's counsel and accountants in connection with the registration of the Shares under the Act and all other expenses in connection with the preparation, printing, reproduction and filing of the Registration Statement, the Basic Prospectus, any Preliminary Prospectus, any Written Testing-the-Waters Communication, any Issuer Free Writing Prospectus and the Prospectus and amendments and supplements thereto and the mailing and delivering of copies thereof to the Underwriters and dealers; (ii) the cost of printing or producing this Agreement, any Blue Sky Memorandum, closing documents (including any compilations thereof) and any other documents in connection with the offering, purchase, sale and delivery of the Shares; (iii) all expenses in connection with the qualification of the Shares for offering and sale under state securities laws as provided in Section 6(b) hereof, including the fees and disbursements of counsel for the Underwriters in connection with such qualification and in connection with the Blue Sky survey(s); (iv) any filing fees incident to, and the fees and disbursements of counsel for the Underwriters in connection with, any required reviews by FINRA of the terms of the sale of the Shares (such fees and disbursements of counsel not to exceed $20,000); and (v) their costs and expenses on any "roadshow" for ground transportation, meeting expenses (including facilities and dining), and dining not associated with investor discussions;

(b) the Company will pay or cause to be paid: (i) the cost of preparing certificates for the Shares, (ii) the cost and charges of any transfer agent or registrar or dividend disbursing agent, (iii) all fees and expenses in connection with listing the Shares on the New York Stock Exchange ("NYSE") and (iv) all other costs and expenses incident to the performance of its obligations hereunder which are not otherwise specifically provided for in this Section;

(c) such Selling Shareholder will pay or cause to be paid, all costs and expenses incident to the performance of such Selling Shareholder's obligations hereunder which are not otherwise specifically provided for in this Section, including (i) any fees and expenses of separate counsel for such Selling Shareholder and (ii) all expenses and taxes incident to the sale and delivery of the Shares to be sold by such Selling Shareholder to the Underwriters hereunder. It is understood, however, that the Company shall bear, and the Selling Shareholders shall not be required to pay or to reimburse the Company for, the cost of any other matters not directly relating to the sale and purchase of the Shares pursuant to this Agreement, and that, except as provided in this Section, and Sections 10 and 13 hereof, the Underwriters will pay all of their own costs and expenses, including the fees of their counsel, transfer taxes on resale of any of the Shares by them, and any advertising expenses connected with any offers they may make; and

(d) in accordance with the Partnership Agreement, (i) each Selling Shareholder has transferred and surrendered, or, prior to the applicable Time of Delivery, will have transferred and surrendered, in each case free and clear of all liens and encumbrances, Class B Units to the Partnership or the Company, as applicable, in exchange for a corresponding number of Class A Shares (A) in an amount at least equivalent to the number of Firm Shares as set forth opposite such Selling Shareholder's name in Schedule II at the First Time of Delivery and (B) in the event and to the extent that the Underwriters choose to exercise the election to purchase Optional Shares, in an amount at least equivalent to the number of Optional Shares to be sold by such Selling Shareholder at each subsequent Time of Delivery, and (ii) the Company has canceled a number of Class B Shares equal to the Class A Shares sold by such Selling Shareholder hereunder.

9. The obligations of the Underwriters hereunder, as to the Shares to be delivered at each Time of Delivery, shall be subject, in their discretion, to the condition that all representations and warranties and other statements of the Company and the Selling Shareholders herein are, at and as of the Applicable Time and such Time of Delivery, true and correct, the condition that the Company and the Selling Shareholders shall have performed all of its and their obligations hereunder theretofore to be performed, and the following additional conditions:

(a) The Prospectus shall have been filed with the Commission pursuant to Rule 424(b) under the Act within the applicable time period prescribed for such filing by the rules and regulations under the Act and in accordance with Section 5(a) hereof; all material required to be filed by the Company pursuant to Rule 433(d) under the Act shall have been filed with the Commission within the applicable time period prescribed for such filings by Rule 433; if the Company has elected to rely upon Rule 462(b) under the Act, the Rule 462(b) Registration Statement shall have become effective by 10:00 p.m., Washington, D.C. time, on the date of this Agreement; no stop order suspending the effectiveness of the Registration Statement or any part thereof shall have been issued and no proceeding for that purpose or pursuant to Section 8A of the Act shall have been initiated or threatened by the Commission; no stop order suspending or preventing the use of the Pricing Prospectus, Prospectus or any Issuer Free Writing Prospectus shall have been initiated or threatened by the Commission; and all requests for additional information on the part of the Commission shall have been complied with to your reasonable satisfaction;

(b) Cravath, Swaine & Moore LLP, counsel for the Underwriters, shall have furnished to you such written opinion or opinions, dated such Time of Delivery, with respect to the matters as the Representatives may reasonably request, and such counsel shall have received such papers and information as they may reasonably request to enable them to pass upon such matters;

(c) Latham & Watkins LLP, counsel for the Company, shall have furnished to you their written opinion (a form of such opinion is attached as Annex I(a) hereto), dated such Time of Delivery, in form and substance reasonably satisfactory to you, and Richards, Layton & Finger, P.A., counsel for the Company, shall have furnished to you their written opinion (a form of such opinion is attached as Annex I(b) hereto), dated such Time of Delivery, in form and substance reasonably satisfactory to you;

(d) The respective counsel for each of the Selling Shareholders, as indicated in Schedule II hereto, each shall have furnished to you their written opinion with respect to each of the Selling Shareholders for whom they are acting as counsel (a form of each such opinion is attached as Annex I(c) hereto), dated such Time of Delivery, in form and substance satisfactory to the Representatives;

(e) (i) On the date of the Prospectus at a time prior to the execution of this Agreement, at 5:10 p.m., New York City time, (ii) on the effective date of any post-effective amendment to the Registration Statement filed subsequent to the date of this Agreement and (iii) at each Time of Delivery, Ernst & Young LLP shall have furnished to you a letter or letters, dated the respective dates of delivery thereof, in form and substance satisfactory to the Representatives, containing statements and information of the type customarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information of the Company and its subsidiaries, contained or incorporated by reference in each of the Pricing Disclosure Package and Prospectus. Each such letter shall use a "cut-off" date no more than three business days prior to the respective date of delivery;

(f) (i) Neither the Company nor any of its subsidiaries, since the date of the most recent financial statements of the Company included or incorporated by reference in the Pricing Disclosure Package and the Prospectus, shall have (a) incurred any material liability or obligation, direct or contingent, or entered into any material transaction, or (b) sustained any loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor disturbance or dispute or court or any action, order or decree of any court or arbitrator or governmental or regulatory authority, except in each of clause (a) or (b) as set forth or contemplated in the Pricing Prospectus, and (ii) since the respective dates as of which information is given in the Pricing Prospectus there shall not have been any change in the capital interests, short term debt, stock or long term debt of the Company or any of its subsidiaries or any dividend or distribution of any kind declared, set aside for payment, paid or made by the Company on any class of capital stock or its ownership interests, or any material adverse change or effect, or any development involving a prospective material adverse change or effect, in or affecting (x) the business, properties, general affairs, management, financial position, shareholders' equity or results of operations of the Company and its subsidiaries, taken as a whole, except as set forth or contemplated in the Pricing Prospectus and the Prospectus, or (y) the ability of the Company to perform its obligations under this Agreement, or to consummate the transactions contemplated in the Pricing Prospectus and the Prospectus, the effect of which, in any such case described in clause (i) or (ii), is in your judgment so material and adverse as to make it impracticable or inadvisable to proceed with the public offering or the delivery of the Shares being delivered at such Time of Delivery on the terms and in the manner contemplated in the Pricing Prospectus and the Prospectus;

(g) On or after the Applicable Time (i) no downgrading shall have occurred in the rating accorded the Company's debt securities by any "nationally recognized statistical rating organization," as such term is defined under Section 3(a)(62) under the Exchange Act and (ii) no such organization shall have publicly announced that it has under surveillance or review, with possible negative implications, its rating of any of the Company's debt securities or preferred stock;

(h) On or after the Applicable Time there shall not have occurred any of the following: (i) a suspension or material limitation in trading in securities generally on the NYSE; (ii) a suspension or material limitation in trading in the Company's Class A Shares on the NYSE; (iii) a general moratorium on commercial banking activities declared by either Federal or New York State authorities or a material disruption in commercial banking or securities settlement or clearance services in the United States; (iv) the outbreak or escalation of hostilities involving the United States or the declaration by the United States of a national emergency or war; or (v) the occurrence of any other calamity or crisis or any change in financial, political or economic conditions in the United States or elsewhere, if the effect of any such event specified in clause (iv) or (v) in your judgment makes it impracticable or inadvisable to proceed with the public offering or the delivery of the Shares being delivered at such Time of Delivery on the terms and in the manner contemplated in the Pricing Prospectus and the Prospectus;

(i) The Shares to be sold at each Time of Delivery shall have been duly listed, subject to notice of issuance, on the NYSE;

(j) The Company shall have obtained and delivered to the Representatives executed copies of a Lock-Up Agreement from each shareholder of the Company listed on Schedule IV hereto, substantially to the effect set forth in Annex II hereto in form and substance satisfactory to the Representatives;

(k) The Company shall have complied with the provisions of Section 6(d) hereof with respect to the furnishing of prospectuses on the New York Business Day next succeeding the date of this Agreement; and

(l) The Company and the Selling Shareholders shall have furnished or caused to be furnished to you at such Time of Delivery certificates of officers of the Company and officers or managers of the Selling Shareholders, as applicable, respectively, satisfactory to you as to the accuracy of the representations and warranties of the Company and the Selling Shareholders, respectively, herein at and as of such Time of Delivery, as to the performance by the Company and the Selling Shareholders of all of their respective obligations hereunder to be performed at or prior to such Time of Delivery, as to the matters set forth in subsections (a) and (f) of this Section and as to such other matters as you may reasonably request.

10.

(a) The Company will indemnify and hold harmless each Underwriter, its affiliates, directors and officers and each person, if any, who controls such Underwriter within the meaning of either Section 15 of the Act or Section 20 of the Exchange Act, from and against any and all losses, claims, damages and liabilities (including, without limitation, legal fees and other expenses reasonably incurred in connection with any suit, action or proceeding or any claim asserted, as such fees and expenses are reasonably incurred), joint or several, that arise out of, or are based upon, any omission or untrue statement or alleged omission or untrue statement of a material fact contained in the Registration Statement, the Basic Prospectus, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, any Issuer Free Writing Prospectus, any "roadshow" as defined in Rule 433(h) under the Act (a "roadshow"), any "issuer information" filed or required to be filed pursuant to Rule 433(d) under the Act or any Testing-the-Waters Communication, or any omission or alleged omission to state

therein a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, in each case except insofar as such losses, claims, damages or liabilities arise out of, or are based upon, any untrue statement or omission or alleged untrue statement or omission made in the Registration Statement, the Basic Prospectus, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus or any Testing-the-Waters Communication in reliance upon and in conformity with any Underwriter Information.

(b) Each Selling Shareholder, severally and not jointly, will indemnify and hold harmless each Underwriter against any losses, claims, damages or liabilities, joint or several, to which such Underwriter may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, any Issuer Free Writing Prospectus, any roadshow or any Testing-the-Waters Communication, or arise out of or are based upon 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, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto or any Issuer Free Writing Prospectus, or any roadshow or any Testing-the-Waters Communication, in reliance upon and in conformity with any Shareholder Information; and will reimburse each Underwriter for any legal or other expenses reasonably incurred by such Underwriter in connection with investigating or defending any such action or claim as such expenses are incurred; provided, however, that such Selling Shareholder shall not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus or any amendment or supplement thereto or any Issuer Free Writing Prospectus in reliance upon and in conformity with the Underwriter Information. As used in this Agreement with respect to a Selling Shareholder and an applicable document, "Shareholder Information" shall mean the written information furnished to the Company by such Selling Shareholder expressly for use therein; it being understood and agreed upon that the only such information furnished by a Selling Shareholder consists of the following information: (i) each Selling Shareholder's name and corresponding share amounts set forth in the table (including the footnotes thereto) in the "Selling Shareholders" section appearing in the Basic Prospectus and the Prospectus and (ii) each Selling Shareholder's address.

(c) Each Underwriter agrees, severally and not jointly, to indemnify and hold harmless the Company and each Selling Shareholder, each of its directors, officers, managers and each person, if any, who controls the Company and each Selling Shareholder, respectively, within the meaning of either Section 15 of the Act or Section 20 of the Exchange Act, to the same extent as the indemnity set forth in paragraph (a) above, but only with respect to any losses, claims, damages or liabilities (including, without limitation, legal fees and other expenses

reasonably incurred in connection with any suit, action or proceeding or any claim asserted, as such fees and expenses are reasonably incurred), that arise out of, or are based upon, any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with any Underwriter Information. As used in this Agreement with respect to an Underwriter and an applicable document, "Underwriter Information" shall mean the written information furnished to the Company by such Underwriter through the Representatives expressly for use therein; it being understood and agreed upon that the only such information furnished by an Underwriter consists of the following information in the Prospectus furnished on behalf of each Underwriter: the concession and reallowance figures appearing in the fifth paragraph under the caption "Underwriting", and the information contained in the twelfth, thirteenth and fourteenth paragraphs under the caption "Underwriting".

(d) If any suit, action, proceeding (including any governmental or regulatory investigation), claim or demand shall be brought or asserted against any person in respect of which indemnification may be sought pursuant to either paragraph (a), (b) or (c) above, such person (the "Indemnified Person") shall promptly notify the person against whom such indemnification may be sought (the "Indemnifying Person") in writing; provided that the failure to notify the Indemnifying Person shall not relieve it from any liability that it may have under paragraph (a), (b) or (c) above except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided, further, that the failure to notify the Indemnifying Person shall not relieve it from any liability that it may have to an Indemnified Person otherwise than under paragraph (a), (b) or (c) above. If any such proceeding shall be brought or asserted against an Indemnified Person and it shall have notified the Indemnifying Person thereof, the Indemnifying Person shall retain counsel reasonably satisfactory to the Indemnified Person (who shall not, without the consent of the Indemnified Person, be counsel to the Indemnifying Person) to represent the Indemnified Person and any others entitled to indemnification pursuant to this Section 10 that the Indemnifying Person may designate in such proceeding and shall pay the fees and expenses of such proceeding and shall pay the fees and expenses of such counsel related to such proceeding, as incurred. In any such proceeding, any Indemnified Person 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 Person unless (i) the Indemnifying Person and the Indemnified Person shall have mutually agreed to the contrary; (ii) the Indemnifying Person has failed within a reasonable time to retain counsel reasonably satisfactory to the Indemnified Person; (iii) the Indemnified Person shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to the Indemnifying Person; or (iv) the named parties in any such proceeding (including any impleaded parties) include both the Indemnifying Person and the Indemnified Person and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is understood and agreed that the Indemnifying Person shall not, in connection with any proceeding or related proceeding in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to one local counsel in any relevant jurisdiction) for all Indemnified Persons, and that all such fees and expenses shall be paid or reimbursed as they are incurred. Any such separate firm for any Underwriter, its affiliates, directors and officers and any control persons of such Underwriter

shall be designated in writing by the Representatives, any such separate firm for a Selling Shareholder, its respective directors and officers and any control persons of such Selling Shareholder shall be designated in writing by such Selling Shareholder and any such separate firm for the Company, its respective directors and officers and any control persons of the Company shall be designated in writing by the Company. The Indemnifying Person shall not be liable for any settlement of any proceeding effected without its written consent (which consent shall not be unreasonably withheld or delayed), but if settled with such consent or if there be a final judgment for the plaintiff, the Indemnifying Person agrees to indemnify each Indemnified Person from and against any loss, claim, damage, liability or expense by reason of such settlement or judgment. Notwithstanding the foregoing sentence, if at any time an Indemnified Person shall have requested that an Indemnifying Person reimburse the Indemnified Person for fees and expenses of counsel as contemplated by this paragraph, the Indemnifying Person 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 Indemnifying Person of such request and (ii) the Indemnifying Person shall not have reimbursed the Indemnified Person in accordance with such request prior to the date of such settlement. No Indemnifying Person shall, without the written consent of the Indemnified Person, effect any settlement of any pending or threatened proceeding in respect of which any Indemnified Person is or could have been a party and indemnification could have been sought hereunder by such Indemnified Person, unless such settlement (x) includes an unconditional release of such Indemnified Person, in form and substance reasonably satisfactory to such Indemnified Person, 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 Person.

(e) If the indemnification provided for in paragraph (a), (b) or (c) above is unavailable to an Indemnified Person or insufficient in respect of any losses, claims, damages, liabilities or expenses referred to therein, then each Indemnifying Person under such paragraph, in lieu of indemnifying such Indemnified Person thereunder, shall contribute to the amount paid or payable by such Indemnified Person as a result of such losses, claims, damages, liabilities or expenses (i) in such proportion as is appropriate to reflect the relative benefits received by the Company and the Selling Shareholders, on the one hand, and the Underwriters, on the other hand, from the offering of the Shares or (ii) if the allocation provided by clause (i) is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) but also the relative fault of the Company and the Selling Shareholders, on the one hand, and the Underwriters, on the other hand, in connection with the statements or omissions that resulted in such losses, claims, damages, liabilities or expenses, as well as any other relevant equitable considerations. The relative benefits received by the Company and the Selling Shareholders, on the one hand, and the Underwriters, on the other hand, shall be deemed to be in the same respective proportions as the net proceeds (before deducting expenses) received by the Selling Shareholders from the sale of the Shares and the total discounts received by the Underwriters in connection therewith, as provided in this Agreement, bear to the aggregate offering price of the Shares. The relative fault of the Company and the Selling Shareholders, 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 Company, the Selling Shareholders or by the Underwriters, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company, the Selling Shareholders and the Underwriters agree that it would not be just and equitable if contribution pursuant to this Section 10 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 this paragraph (e). The amount paid or payable by an Indemnified Person as a result of the losses, claims, damages, liabilities and expenses referred to above shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such Indemnified Person in connection with any such action or claim. Notwithstanding the provisions of this Section 10, in no event shall an Underwriter be required to contribute any amount in excess of the amount by which the total discounts received by such Underwriter with respect to the offering of the Shares 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 Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations to contribute pursuant to this Section 10 are several in proportion to their respective purchase obligations hereunder and not joint.

(f) The remedies provided for in this Section 10 are not exclusive and shall not limit any rights or remedies that may otherwise be available to any Indemnified Person at law or in equity.

11.

(a) If any Underwriter or Underwriters shall default in its obligation to purchase the Shares which they have agreed to purchase hereunder at a Time of Delivery, you may in your discretion arrange for you or another party or other parties to purchase such Shares on the terms contained herein. If within thirty six hours after such default by any Underwriter or Underwriters you do not arrange for the purchase of such Shares, then the Company and the Selling Shareholders shall be entitled to a further period of thirty-six hours within which to procure another party or other parties satisfactory to you to purchase such Shares on such terms. In the event that, within the respective prescribed periods, you notify the Company and the Selling Shareholders that you have so arranged for the purchase of such Shares, or the Company or a Selling Shareholder notifies you that it has so arranged for the purchase of such Shares, you or the Company or the Selling Shareholders shall have the right to postpone such Time of Delivery for a period of not more than seven days, in order to effect whatever changes may thereby be made necessary in the Registration Statement or the Prospectus, or in any other documents or arrangements, and the Company agrees to file promptly any amendments or supplements to the Registration Statement or the Prospectus which in your opinion may thereby be made necessary. The term "Underwriter" as used in this Agreement shall include any person substituted under this Section 11 with like effect as if such person had originally been a party to this Agreement with respect to such Shares.

(b) If, after giving effect to any arrangements for the purchase of the Shares of a defaulting Underwriter or Underwriters by you, the Company and the Selling Shareholders as provided in subsection (a) above, the aggregate number of such Shares which remains unpurchased does not exceed one-eleventh of the aggregate number of all the Shares to be purchased at such Time of Delivery, then the Selling Shareholders shall have the right to require each non-defaulting Underwriter to purchase the number of Shares which such Underwriter agreed to purchase hereunder at such Time of Delivery and, in addition, to require each non-defaulting Underwriter to purchase its pro rata share (based on the number of Shares which such Underwriter agreed to purchase hereunder) of the Shares of such defaulting Underwriter or Underwriters for which such arrangements have not been made; but nothing herein shall relieve a defaulting Underwriter from liability for its default.

(c) If, after giving effect to any arrangements for the purchase of the Shares of a defaulting Underwriter or Underwriters by you, the Company and the Selling Shareholders, as provided in subsection (a) above, the aggregate number of such Shares which remains unpurchased exceeds one-eleventh of the aggregate number of all of the Shares to be purchased at such Time of Delivery, or if the Selling Shareholders shall not exercise the right described in subsection (b) above to require non-defaulting Underwriters to purchase Shares of a defaulting Underwriter or Underwriters, then this Agreement (or, with respect to an Applicable Time of Delivery, the obligations of the Underwriters to purchase and of the Selling Shareholders to sell the Optional Shares) shall thereupon terminate, without liability on the part of any non-defaulting Underwriter, the Company or the Selling Shareholders, except for the expenses to be borne by the Company, the Selling Shareholders and the Underwriters as provided in Section 8 hereof and the indemnity and contribution agreements in Section 10 hereof; but nothing herein shall relieve a defaulting Underwriter from liability for its default.

12. The respective indemnities, agreements, representations, warranties and other statements of the Company, the Selling Shareholders and the several Underwriters, as set forth in this Agreement or made by or on behalf of them, respectively, pursuant to this Agreement, shall remain in full force and effect, regardless of any investigation (or any statement as to the results thereof) made by or on behalf of any Underwriter or any controlling person of any Underwriter, or the Company, or any of the Selling Shareholders, or any officer, manager or director or controlling person of the Company, or any controlling person of any Selling Shareholder, and shall survive delivery of and payment for the Shares.

13. If this Agreement shall be terminated pursuant to Section 11 hereof or if the purchase of the Shares is not consummated because of any event specified in Section 9(h)(i) or 9(h)(iii), neither the Company nor the Selling Shareholders shall then be under any liability to any Underwriter except as provided in Sections 8 and 10 hereof; but, if for any other reason, (a) prior to the First Time of Delivery, any Shares are not delivered by or on behalf of the Selling Shareholders as provided herein, or the Underwriters decline to purchase the Shares for any other reason permitted under this Agreement, each of the Selling Shareholders pro rata (based on the number of Shares to be sold by such Selling Shareholder hereunder) will reimburse the Underwriters through you for all out-of-pocket expenses approved in writing by you, including fees and disbursements of counsel, reasonably incurred by the

Underwriters in making preparations for the purchase, sale and delivery of the Shares not so delivered, but the Company and the Selling Shareholders shall then be under no further liability to any Underwriter except as provided in Sections 8 and 10 hereof or (b) after the First Time of Delivery but prior to an Applicable Time of Delivery with respect to the purchase of Optional Shares, any Optional Shares not delivered by or on behalf of the Selling Shareholders as provided herein, or the Underwriters decline to purchase the Optional Shares for any other reason permitted under this Agreement, each of the Selling Shareholders pro rata (based on the number of Optional Shares to be sold by such Selling Shareholder hereunder) will reimburse the Underwriters through you for all out of pocket expenses reasonably incurred after the First Time of Delivery, including fees and disbursements of counsel, by the Underwriters in making preparations for the purchase, sale and delivery of such Optional Shares not so delivered, but the Company and the Selling Shareholders shall then be under no further liability to any Underwriter except as provided in Sections 8 and 10 hereof.

14. In all dealings hereunder, the Representatives shall act on behalf of each of the Underwriters, and the parties hereto shall be entitled to act and rely upon any statement, request, notice or agreement on behalf of any Underwriter made or given by the Representatives; and in all dealings with any Selling Shareholder hereunder, the Representatives and Company shall be entitled to act and rely upon any statement, request, notice or agreement on behalf of such Selling Shareholder made or given by any such Selling Shareholder.

All statements, requests, notices and agreements hereunder shall be in writing, and if to the Underwriters shall be delivered or sent by mail, telex or facsimile transmission to the Representatives at Citigroup Global Markets Inc., 388 Greenwich Street, New York, New York 10013, Attention: General Counsel, Facsimile: (646) 291-1469 and Goldman Sachs & Co. LLC, 200 West Street, New York, New York 10282, Attention: Registration Department; if to any Selling Shareholder shall be delivered or sent by mail, telex or facsimile transmission to Latham & Watkins LLP at 811 Main Street, Suite 3700, Houston, Texas, Attention: Thomas G. Brandt, and email at Thomas.Brandt@lw.com; and if to the Company shall be delivered or sent by mail, telex or facsimile transmission to Hess Midstream LP, c/o Hess Midstream GP LLC, at 1185 Avenue of the Americas, 40th Floor, New York, New York 10036, Attention: General Counsel, and email at TGoodell@hess.com; and if to any shareholder (exclusive of the Selling Shareholders) that has delivered a Lock-Up Agreement described in Section 9(j) hereof shall be delivered or sent by mail to the Company at Hess Midstream LP, c/o Hess Midstream GP LLC, at 1185 Avenue of the Americas, 40th Floor, New York, New York 10036, Attention: General Counsel, and email at TGoodell@hess.com; provided, however, that any notice to an Underwriter pursuant to Section 10(c) hereof shall be delivered or sent by mail, telex or facsimile transmission to such Underwriter at its address set forth in its Underwriters' Questionnaire, or telex constituting such questionnaire, which address will be supplied to the Company or the Selling Shareholders by you upon request. Any such statements, requests, notices or agreements shall take effect upon receipt thereof.

In accordance with the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), the Underwriters are required to obtain, verify and record information that identifies their respective clients, including the Company and the Selling Shareholders, 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.

15. This Agreement shall be binding upon, and inure solely to the benefit of, the Underwriters, the Company and the Selling Shareholders and, to the extent provided in Sections 10 and 12 hereof, the officers and directors of the Company and each person who controls the Company, any Selling Shareholder or any Underwriter (or any affiliate of any Underwriter), and their respective heirs, executors, administrators, successors and assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. No purchaser of any of the Shares from any Underwriter shall be deemed a successor or assign by reason merely of such purchase.

16. Time shall be of the essence of this Agreement. As used herein, the term "business day" shall mean any day when the Commission's office in Washington, D.C. is open for business.

17. The Company and the Selling Shareholders acknowledge and agree that (i) the Underwriters have acted at arm's length, (ii) in connection therewith and with the process leading to such transaction each Underwriter is acting solely as a principal and not the agent or fiduciary of the Company or any Selling Shareholder, (iii) no Underwriter has assumed an advisory or fiduciary responsibility in favor of the Company or any Selling Shareholder with respect to the offering contemplated hereby or the process leading thereto (irrespective of whether such Underwriter has advised or is currently advising the Company or any Selling Shareholder on other matters) or any other obligation to the Company or any Selling Shareholder except the obligations expressly set forth in this Agreement and (iv) the Company and each Selling Shareholder has consulted its legal and financial advisors (which does not include any of the Underwriters) to the extent it deemed appropriate. The Company and each Selling Shareholder agree that it will not claim that the Underwriters, or any of them, has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Company or any Selling Shareholder, in connection with such transaction or the process leading thereto. Moreover, each Selling Shareholder acknowledges and agrees that, although the Representatives may be required or choose to provide certain Selling Shareholders with certain Regulation Best Interest and Form CRS disclosures in connection with the offering, the Representatives and the other Underwriters are not making a recommendation to any Selling Shareholder to participate in the offering, enter into the Lock-Up Agreement, or sell any Shares at the price determined in the offering, and nothing set forth in such disclosures is intended to suggest that the Representatives or any Underwriter is making such a recommendation.

18. This Agreement supersedes all prior agreements and understandings (whether written or oral) between the Company, the Selling Shareholders and the Underwriters, or any of them, with respect to the subject matter hereof.

19. This Agreement and any transaction contemplated by this Agreement and any claim, controversy or dispute arising under or related thereto shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflict of laws that would results in the application of any other law than the laws of the State of New York. The Company and each Selling Shareholder agree that any suit or proceeding arising in respect of this Agreement or any transaction contemplated by this Agreement will be tried exclusively in the U.S. District Court for the Southern District of New York or, if that court does not have subject matter jurisdiction, in any state court located in The City and County of New York and the Company and each Selling Shareholder agree to submit to the jurisdiction of, and to venue in, such courts.

20. The Company, each Selling Shareholder and each of the Underwriters hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

21. This Agreement may be executed by any one or more of the parties hereto in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

22. Notwithstanding anything herein to the contrary, the Company and the Selling Shareholders are authorized to disclose to any persons the U.S. federal and state tax treatment and tax structure of the potential transaction and all materials of any kind (including tax opinions and other tax analyses) provided to the Company and the Selling Shareholders relating to that treatment and structure, without the Underwriters imposing any limitation of any kind. However, any information relating to the tax treatment and tax structure shall remain confidential (and the foregoing sentence shall not apply) to the extent necessary to enable any person to comply with securities laws. For this purpose, "tax structure" is limited to any facts that may be relevant to that treatment.

23. Recognition of the U.S. Special Resolution Regimes.

(a) In the event that any Underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

(b) In the event that any Underwriter that is a Covered Entity or a BHC Act Affiliate of such Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

(c) As used in this section:

"BHC Act Affiliate" has the meaning assigned to the term "affiliate" in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k).

"Covered Entity" means any of the following:

1. a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

2. a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

3. a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

“Default Right” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

“U.S. Special Resolution Regime” means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

If the foregoing is in accordance with your understanding, please sign and return to us (one for the Company and the Representatives plus one for each counsel) counterparts hereof, and upon the acceptance hereof by you, on behalf of each of the Underwriters, this letter and such acceptance hereof shall constitute a binding agreement among each of the Underwriters, the Company and each of the Selling Shareholders. It is understood that your acceptance of this letter on behalf of each of the Underwriters is pursuant to the authority set forth in a form of Agreement among Underwriters, the form of which shall be submitted to the Company and the Selling Shareholders for examination, upon request, but without warranty on your part as to the authority of the signers thereof.

Very truly yours,

Hess Midstream LP

By: Hess Midstream GP LP, its General Partner

By: Hess Midstream GP LLC, its General Partner

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

Hess Midstream GP LLC

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

Hess Midstream GP LP

By: Hess Midstream GP LLC, its general partner

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

Hess Investments North Dakota LLC

By: /s/ John P. Rielly
Name: John P. Rielly
Title: Vice President

GIP II Blue Holding, L.P.

By: GIP Blue Holding GP, LLC, its general partner

By: /s/ William Brilliant
Name: William Brilliant
Title: Manager

Accepted as of the date hereof:

Citigroup Global Markets Inc.

By: /s/ Bradley Epstein
Name: Bradley Epstein
Title: Managing Director

Goldman Sachs & Co. LLC

By: /s/ Charles Park
Name: Charles Park
Title: Managing Director

SCHEDULE I

Underwriter	Total Number of Firm Shares to be Purchased	Maximum Number of Optional Shares Which May be Purchased
Citigroup Global Markets Inc.	2,225,000	333,755
Goldman Sachs & Co. LLC	1,602,000	240,300
J.P. Morgan Securities LLC	654,150	98,122
Morgan Stanley & Co. LLC.	654,150	98,122
MUFG Securities Americas Inc.	654,150	98,122
Wells Fargo Securities, LLC	654,150	98,122
BNP Paribas Securities Corp.	289,250	43,387
DNB Markets, Inc.	289,250	43,387
Mizuho Securities USA LLC	289,250	43,387
Scotia Capital (USA) Inc.	289,250	43,387
SMBC Nikko Securities America, Inc.	289,250	43,387
TD Securities (USA) LLC	289,250	43,387
Barclays Capital Inc.	144,180	21,627
BBVA Securities Inc.	144,180	21,627
BTIG, LLC	144,180	21,627
Credit Agricole Securities (USA) Inc.	144,180	21,627
Loop Capital Markets LLC	144,180	21,627
Total	8,900,000	1,335,000

SCHEDULE II

	Total Number of Firm Shares to be Sold	Number of Optional Shares to be Sold if Maximum Option Exercised
The Company		
The Selling Shareholder(s):		
Hess Investments North Dakota LLC(a)	**4,450,000**	**667,500**
GIP II Blue Holding, L.P.(a)	**4,450,000**	**667,500**
Total	**8,900,000**	**1,335,000**

(a) The Selling Shareholders are represented by Latham & Watkins LLP.

SCHEDULE III

(a) Issuer Free Writing Prospectuses not included in the Pricing Disclosure Package:
Electronic roadshow dated March 29, 2022

(b) Additional Documents Incorporated by Reference:
None

(c) Information other than the Pricing Prospectus that comprise the Pricing Disclosure Package:
The initial public offering price per share for the Shares is $29.50.
The number of Shares purchased by the Underwriters is 8,900,000.

(d) Written Testing-the-Waters Communications:
None

SCHEDULE IV

Name of Shareholder
GIP II Blue Holding, L.P.
Hess Investments North Dakota LLC
John B. Hess
John A. Gatling
Jonathan C. Stein
Timothy B. Goodell
John P. Rielly
Gregory P. Hill
Gerbert Schoonman

FORM OF OPINION OF
COUNSEL FOR THE COMPANY (LATHAM & WATKINS LLP)

[See Attached]

[To be provided to the Underwriters.]

FORM OF OPINION OF
COUNSEL FOR THE COMPANY (RICHARDS, LAYTON & FINGER, P.A.)

[See Attached]

[To be provided to the Underwriters.]

FORM OF OPINION OF
COUNSEL FOR THE SELLING SHAREHOLDERS

[See Attached]

[To be provided to the Underwriters.]

ANNEX II
FORM OF LOCK-UP AGREEMENT

[See Attached]

HESS MIDSTREAM LP

Lock-Up Agreement

[•], 2022

Citigroup Global Markets Inc.
c/o Citigroup Global Markets Inc.
388 Greenwich Street
New York, New York 10013

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

Re: Hess Midstream LP—Lock-Up Agreement

Ladies and Gentlemen:

The undersigned understands that you, as representatives (collectively, the "Representatives"), propose to enter into an underwriting agreement (the "Underwriting Agreement") on behalf of the several Underwriters named in Schedule I to such agreement (collectively, the "Underwriters"), with Hess Midstream LP, a Delaware limited partnership (the "Company"), Hess Midstream GP LP, a Delaware limited partnership and the general partner of the Company ("HESM GP"), Hess Midstream GP LLC, a Delaware limited liability company and the general partner of HESM GP, and the Selling Shareholders named in the Underwriting Agreement, providing for a public offering (the "Offering") of Class A shares representing limited partner interests in the Company (the "Class A Shares") pursuant to a Registration Statement on Form S-3, filed with the Securities and Exchange Commission (the "SEC"). Capitalized terms used but not defined herein have the meanings ascribed to them in the Underwriting Agreement.

In consideration of the agreement by the Underwriters to offer and sell the Class A Shares, and of other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned agrees that, during the period beginning from the date hereof and continuing to and including the date 60 days after the date of the final Prospectus covering the public offering of the Class A Shares (the "Lock-Up Period"), the undersigned shall not, and shall not cause or direct any of its affiliates to, (i) offer, sell, contract to sell, pledge, grant any option to purchase, lend or otherwise dispose of any Class A Shares, or any options or warrants to purchase any Class A Shares, or any securities convertible into, exchangeable for or that represent the right to receive Class A Shares (except as explicitly permitted herein) (such options, warrants or other securities, collectively, "Derivative Instruments"), including without limitation any such shares or Derivative Instruments now owned or hereafter acquired by the undersigned, (ii) engage in any hedging or other transaction or arrangement (including, without limitation, any short sale or the purchase or sale of, or entry into, any put or call option, or combination thereof, forward, swap or any other derivative

transaction or instrument, however described or defined) which is designed to or which reasonably could be expected to lead to or result in a sale, loan, pledge or other disposition (whether by the undersigned or someone other than the undersigned), or transfer of any of the economic consequences of ownership, in whole or in part, directly or indirectly, of any Class A Shares of the Company or Derivative Instruments, whether any such transaction or arrangement (or instrument provided for thereunder) would be settled by delivery of Class A Shares or other securities, in cash or otherwise (any such sale, loan, pledge or other disposition, or transfer of economic consequences, a "Transfer") or (iii) otherwise publicly announce any intention to engage in or cause any action or activity described in clause (i) above or transaction or arrangement described in clause (ii) above. The undersigned represents and warrants that the undersigned is not, and has not caused or directed any of its affiliates to be or become, currently a party to any agreement or arrangement that provides for, is designed to or which reasonably could be expected to lead to or result in any Transfer during the Lock-Up Period. For the avoidance of doubt, the undersigned agrees that the foregoing provisions (x) shall be equally applicable to any issuer-directed or other Class A Shares the undersigned may purchase in the Offering and (y) shall not apply to any Class A Shares sold in the Offering or Derivative Instruments exchangeable for Class A Shares sold in the Offering.

If the undersigned is not a natural person, the undersigned represents and warrants that no single natural person, entity or "group" (within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")), other than a natural person, entity or "group" (as described above) that has executed a Lock-Up Agreement in substantially the same form as this Lock-Up Agreement, beneficially owns, directly or indirectly, 50% or more of the common equity interests, or 50% or more of the voting power, in the undersigned.

Notwithstanding the foregoing, the undersigned may:

(i) transfer the undersigned's Class A Shares as a *bona fide* gift or gifts, provided that the donee or donees thereof agree to be bound in writing by the restrictions set forth herein;

(ii) transfer the undersigned's Class A Shares to any trust for the direct or indirect benefit of the undersigned or the immediate family of the undersigned, provided that the trustee of the trust agrees to be bound in writing by the restrictions set forth herein, and provided further that any such transfer shall not involve a disposition for value;

(iii) transfer and surrender (A) Class B units representing limited partner interests in the Partnership to the Partnership or the Company and (B) Class B shares representing limited partner interests in the Company to the Company, in each case pursuant to the Partnership Agreement, in exchange for Class A Shares; provided, that, for the avoidance of doubt, any Class A Shares received in the transfers described in clauses (A) and (B) of this section shall be subject to all of the restrictions set forth herein;

(iv) exercise or vest options or any other equity-based award, in each case under the Company's equity incentive plan or any other plan or agreement described in the Prospectus or included or incorporated by reference in the Registration Statement, including any dispositions in connection with the "cashless" exercise of stock options and any open market transactions in connection with the payment of taxes due upon such exercise or vesting, provided that any such Class A Shares received upon such exercise or vesting will also be subject to restrictions set forth herein;

(v) transfer the undersigned's Class A Shares by testate or intestate succession, provided that the transferee agrees in writing to be bound by the restrictions set forth herein;

(vi) transfer the undersigned's Class A Shares, Class B Units or Class B Shares as a distribution to limited partners, members, stockholders or other similar equity-holders of the undersigned, provided that (A) any such transfer shall not involve a disposition for value, (B) no filing under Section 16(a) of the Exchange Act or other public disclosure reporting a reduction in beneficial ownership of securities of the Company shall be required or shall be voluntarily made during the Lock-Up Period and (C) the transferee agrees in writing to be bound by the restrictions set forth herein;

(vii) transfer the undersigned's Class A Shares, Class B Units or Class B Shares to the undersigned's affiliates or to any investment fund or other entity controlled or managed by the undersigned, provided that (A) any such transfer shall not involve a disposition for value, (B) no filing under Section 16(a) of the Exchange Act or other public disclosure reporting a reduction in beneficial ownership of securities of the Company shall be required or shall be voluntarily made during the Lock-Up Period and (C) the transferee agrees in writing to be bound by the restrictions set forth herein;

(viii) transfer the undersigned's Class B Units or Class B Shares to third parties, provided that (A) the transferee agrees in writing to be bound by the restrictions set forth herein and that the transferee shall not redeem or exchange such Class B Units or Class B Shares for Class A Shares during the Lock-Up Period and (B) any filing under Section 16(a) of the Exchange Act by the undersigned resulting from such transfer will note that the transferee is subject to the restrictions set forth herein;

(ix) transfer the undersigned's Class A Shares with the prior written consent of the Representatives on behalf of the Underwriters; or

(x) transfer the undersigned's Class B Units and Class B Shares to the Company pursuant to that certain Unit Repurchase Agreement to be executed substantially concurrent with the Underwriting Agreement, as described in the Pricing Disclosure and Prospectus.

For purposes of this Lock-Up Agreement, "immediate family" shall mean any relationship by blood, marriage or adoption, not more remote than first cousin. In addition, notwithstanding the foregoing, if the undersigned is a corporation, the corporation may transfer the Class A Shares or Class B Shares of the Company to any wholly-owned subsidiary of such corporation; provided, however, that in any such case, it shall be a condition to the transfer that the transferee execute an agreement stating that the transferee is receiving and holding such securities subject to the provisions of this Agreement and there shall be no further transfer of such securities except in accordance with this Agreement, and provided further that any such transfer shall not involve a disposition for value. The undersigned now has, and, except as contemplated by clauses (i) through (ix) above, for the duration of this Lock-Up Agreement will have, good and marketable title to the Class A Shares held by the undersigned from time to time, 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 Company's transfer agent and registrar against the transfer of the undersigned's Class A Shares except in compliance with the foregoing restrictions.

The undersigned acknowledges and agrees that the Underwriters have not provided any recommendation or investment advice nor have the Underwriters solicited any action from the undersigned with respect to the Offering of the Class A Shares and the undersigned has consulted their own legal, accounting, financial, regulatory and tax advisors to the extent deemed appropriate. The undersigned further acknowledges and agrees that, although the Representatives may be required or choose to provide certain Regulation Best Interest and Form CRS disclosures to you in connection with the Offering, the Representatives and the other Underwriters are not making a recommendation to you to participate in the Offering, enter into this Lock-Up Agreement, or sell any Class A Shares at the price determined in the Offering, and nothing set forth in such disclosures is intended to suggest that the Representatives or any Underwriter is making such a recommendation.

This Lock-Up Agreement and any claim, controversy or dispute arising under or related to this Lock-Up Agreement shall be governed by and construed in accordance with the laws of the State of New York.

[*Signature Page Follows*]

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

Very truly yours,

_____

Exact Name of Shareholder

_____

Authorized Signature

_____

Title

Exhibit 5.1

811 Main Street, Suite 3700
Houston, TX 77002
Tel: +1.713.546.5400 Fax: +1.713.546.5401
www.lw.com

LATHAM & WATKINS LLP

April 4, 2022

Hess Midstream LP
1501 McKinney Street
Houston, Texas 77010

Re: Hess Midstream LP Registration Statement on Form S-3; Class A Shares Representing Limited Partner Interests

Ladies and Gentlemen:

We have acted as special counsel to Hess Midstream LP, a Delaware limited partnership (the "***Company***"), in connection with the offering and sale by certain selling shareholders of the Company (the "***Selling Shareholders***") of up to 10,235,000 Class A shares representing limited partner interests in the Company (the "***Shares***") issuable upon exchange of an equivalent number of Class B units representing limited partner interests ("***Class B Units***") in Hess Midstream Operations LP (the "***Operating Company***"), together with a corresponding number of Class B shares representing limited partner interests ("***Class B Shares***") in the Company as described in the Registration Statement (as defined below). The Shares are included in a registration statement on Form S-3 under the Securities Act of 1933, as amended (the "***Act***"), filed by the Company with the Securities and Exchange Commission (the "***Commission***") on December 20, 2019 (File No. 333-235650) (the "***Registration Statement***"), including a base prospectus, dated December 31, 2019 (the "***Base Prospectus***"), a preliminary prospectus supplement, dated March 29, 2022, filed with the Commission pursuant to Rule 424(b) under the Act (together with the Base Prospectus, the "***Preliminary Prospectus***"), and a prospectus supplement, dated March 30, 2022, filed with the Commission pursuant to Rule 424(b) under the Act (together with the Base Prospectus, the "***Prospectus***"). The Shares are being sold pursuant to an underwriting agreement, dated March 30, 2022, among Hess Midstream GP LLC, a Delaware limited liability company ("***HESM GP LLC***"), Hess Midstream GP LP, a Delaware limited partnership ("***HESM GP LP***" and, together with HESM GP LLC, the "***General Partner***"), the Company, the Selling Shareholders, Citigroup Global Markets Inc. and Goldman Sachs & Co. LLC, as representatives of the several underwriters named in Schedule I thereto.

This opinion is being furnished in connection with the requirements of Item 601(b)(5) of Regulation S-K under the Act, and no opinion is expressed herein as to any matter pertaining to the contents of the Registration Statement, the Preliminary Prospectus or the Prospectus, other than as expressly stated herein with respect to the issue of the Shares.

As such counsel, we have examined such matters of fact and questions of law as we have considered appropriate for purposes of this letter. With your consent, we have relied upon certificates and other assurances of officers of the General Partner and others as to factual matters without having independently verified such factual matters. We are opining herein as to the Delaware Revised Uniform Limited Partnership Act (the "***DRULPA***") and we express no opinion with respect to any other laws.

Subject to the foregoing and the other matters set forth herein, it is our opinion that, as of the date hereof, upon the issuance and delivery of the Shares in exchange for an equivalent number of Class B Units and Class B Shares in accordance with the Amended and Restated Agreement of Limited Partnership of the Company and the Third Amended and Restated Agreement of Limited Partnership of the Operating Company, the Shares will be validly issued and, under the DRULPA, purchasers of the Shares will have no obligation to make further payments for their purchase of the Shares or contributions to the Company solely by reason of their ownership of the Shares or their status as limited partners of the Company, and no personal liability for the obligations of the Company, solely by reason of being limited partners of the Company.

This opinion is for your benefit in connection with the Registration Statement and may be relied upon by you and by persons entitled to rely upon it pursuant to the applicable provisions of the Act. We consent to your filing this opinion as an exhibit to the Company's Current Report on Form 8-K dated April 4, 2022 and to the reference to our firm contained in the Prospectus under the heading "Validity of the Class A Shares." In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission thereunder.

Very truly yours,

/s/ Latham & Watkins LLP

Exhibit 10.1

Execution Version

UNIT REPURCHASE AGREEMENT

This UNIT REPURCHASE AGREEMENT, dated as of March 29, 2022 (this "***Agreement***"), is by and among Hess Midstream Operations LP, a Delaware limited partnership ("***HESM OpCo***"), Hess Midstream LP, a Delaware limited partnership ("***Hess Midstream***" and, together with HESM OpCo, the "***Partnership Parties***"), Hess Investments North Dakota LLC, a Delaware limited liability company ("***HINDL***"), and GIP II Blue Holding, L.P., a Delaware limited partnership ("***GIP***" and together with HINDL, the "***Sponsors***"). HESM OpCo, Hess Midstream, HINDL and GIP are sometimes individually referred to herein as a "***Party***" and collectively referred to herein as the "***Parties***."

RECITALS

WHEREAS, (a) HINDL is the record and beneficial owner of 109,820,964 OpCo Class B Units (as defined below) and (b) GIP is the record and beneficial owner of 109,820,964 OpCo Class B Units;

WHEREAS, the Sponsors intend, subject to market and other conditions, to offer and sell a number of Class A Shares (as defined below) in an underwritten registered public offering (the "***Secondary Offering***") pursuant to a shelf registration statement on Form S-3 filed by Hess Midstream with the Securities and Exchange Commission;

WHEREAS, the Parties desire to effect a transaction in which HESM OpCo will purchase from the Sponsors an aggregate number of OpCo Class B Units (collectively, the "***Repurchased Units***" and each, a "***Repurchased Unit***") in a private transaction (the "***Unit Repurchase***"), which number of OpCo Class B Units shall be determined by dividing (a) $400,000,000 by (b) the public offering price per Class A Share as set forth on the cover page to the final prospectus supplement (the "***Per Share Price***") to be filed by Hess Midstream pursuant to Rule 424(b) under the Securities Act of 1933, as amended, in connection with the Secondary Offering, with any fractional OpCo Class B Unit rounded up to the nearest whole unit; *provided, however,* that if such aggregate number is an odd number, then the aggregate number of Repurchased Units that shall be purchased by HESM OpCo shall be reduced by one OpCo Class B Unit;

WHEREAS, in connection with the purchase and acquisition by HESM OpCo of the Repurchased Units, HESM OpCo and each of the Sponsors will enter into an Assignment Agreement in the form attached as Exhibit A hereto (each, an "***Assignment***"), which Assignment shall provide for the assignment of the applicable Repurchased Units from such Sponsor to HESM OpCo;

WHEREAS, immediately following the purchase of the Repurchased Units by HESM OpCo, at the Closing, Hess Midstream shall cancel, for no consideration, a number of Class B Shares (as defined below) held by Hess Midstream Partners GP LP, a Delaware limited partnership (the "***General Partner***"), equal to the aggregate number of Repurchased Units purchased by HESM OpCo hereunder in accordance with Section 5.5(e) of the HESM Company Agreement (as defined below);

WHEREAS, subject to the satisfaction or waiver (if permitted hereunder) of the condition in Section 7.2(f), the Conflicts Committee has reviewed, authorized and approved this Agreement, the other Transaction Documents and the transactions contemplated hereby and thereby, with such approval constituting Special Approval (as defined in the HESM Company Agreement) for all purposes of the HESM Company Agreement, including Section 7.9(b) thereof; and

WHEREAS, subsequent to the approval by the Conflicts Committee, the board of directors (the "***HESM Board***") of Hess Midstream Partners GP LLC, a Delaware limited liability company and the general partner of the General Partner, approved this Agreement, the other Transaction Documents and the transactions contemplated hereby and thereby.

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 given to such terms below:

"***Affiliate***" means, with respect to any Person, any other Person that, directly or indirectly, Controls, is Controlled by or is under common Control with, such specified Person through one or more intermediaries or otherwise; *provided*, *however*, that (a) with respect to any Sponsor, the term "Affiliate" shall not include any Group Member or any other Sponsor or its respective Affiliates, (b) with respect to any Partnership Party, the term "Affiliate" shall not include any Sponsor or any of its respective Affiliates (other than a Group Member).

"***Agreement***" has the meaning given to such term in the preamble hereof.

"***Applicable Law***" or "***Law***" means any applicable statute, law, regulation, ordinance, rule, judgment, rule of law (including common law), decree, permit, requirement, or other governmental restriction or any similar form of decision of, or any provision or condition 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.

"***Assignment***" has the meaning given to such term in the recitals hereto.

"***Business Day***" has the meaning given to such term in the OpCo Partnership Agreement.

"***Cash Consideration***" has the meaning given to such term in Section 2.1(b).

"***Cause***" means, with respect to a director, the occurrence of any of the following:

(a) the willful, intentional and material breach or the habitual and continued neglect by such director of his or her duties;

(b) such director's willful and intentional violation of any state or federal laws, or the organizational documents of Hess Midstream; or

(c) such director's commission of any felony or a crime involving moral turpitude, or such director's willful and intentional commission of a fraudulent or dishonest act.

"***Class A Shares***" has the meaning given to such term in the HESM Company Agreement.

"***Class B Shares***" has the meaning given to such term in the HESM Company Agreement.

"***Closing***" has the meaning given to such term in Section 2.1(c).

"***Closing Date***" has the meaning given to such term in Section 2.1(c).

"***Conflicts Committee***" has the meaning set forth in the HESM Company Agreement.

"***Contract***" means any written contract, agreement, indenture, instrument, note, bond, loan, lease, easement, mortgage, franchise, license agreement, purchase order, binding bid or offer, binding term sheet or letter of intent or memorandum, commitment, letter of credit or any other legally binding arrangement, including any amendments or modifications thereof and waivers relating thereto.

"***Enforceability Exceptions***" has the meaning given to such term in Section 3.2.

"Financing" has the meaning given to such term in Section 5.2.

"***General Partner***" has the meaning given to such term in the recitals hereto.

"***Governmental Authority***" means any applicable multinational, foreign, federal, state, local or other governmental statutory or administrative authority, regulatory body or commission or any court, tribunal or judicial or arbitral authority which has any jurisdiction over a matter.

"***Group Member***" has the meaning given to such term in the HESM Company Agreement.

"***Hess Midstream***" has the meaning given to such term in the preamble hereto.

"***HESM Company Agreement***" means the Amended and Restated Agreement of Limited Partnership of Hess Midstream, dated as of December 16, 2019.

"***HESM OpCo***" has the meaning given to such term in the preamble hereto.

"***Lien***" means (a) any lien, hypothecation, pledge, collateral assignment, security interest, charge or encumbrance of any kind, whether such interest is based on the common law, statute or contract, and whether such obligation or claim is fixed or contingent (including any agreement to give any of the foregoing) and any option, trust or other preferential arrangement having the practical effect of any of the foregoing, other than in each case, the restrictions under applicable federal, state and other securities laws, the limited liability company agreement or limited partnership agreement, as applicable, of either of the Sponsors, as applicable, and (b) any purchase option, right of first refusal, right of first offer, call or similar right of a third party.

"***Material Adverse Effect***" means, with respect to any Person, any change, circumstance, effect or condition that, individually or in the aggregate, (a) would have a material adverse effect on the business, properties, management, financial position or results of operations of such Person and its subsidiaries, taken as a whole, or (b) would have a material adverse effect on the performance by such Person of its obligations under this Agreement.

"***OpCo Class B Unit***" has the meaning given to such term in the HESM Company Agreement.

"***OpCo Partnership Agreement***" means the Third Amended and Restated Agreement of Limited Partnership of HESM OpCo, dated as of December 16, 2019.

"***Partnership Closing Certificate***" has the meaning given to such term in Section 7.1(d).

"***Partnership Parties***" has the meaning given to such term in the preamble hereto.

"***Party***" and "***Parties***" have the meanings given to such terms in the preamble hereto.

"***Permit***" means all franchises, grants, authorizations, licenses, permits, easements, certificates of need, variances, exemptions, consents, certificates, approvals and orders.

"***Per Share Price***" has the meaning given to such term in the recitals hereto.

"***Person***" means any natural person, corporation, limited partnership, general partnership, limited liability company, joint stock company, joint venture, association, company, estate, trust, bank trust company, land trust, business trust, or other organization, whether or not a legal entity, custodian, trustee-executor, administrator, nominee or entity in a representative capacity and any Governmental Authority.

"***Proceeding***" means any action, suit, claim, hearing, proceeding, arbitration, investigation, audit, inquiry, litigation or mediation (whether civil, criminal, administrative or investigative) commenced, brought, conducted or heard by or before any Governmental Authority, arbitrator or mediator.

"***Repurchased Unit***" and "***Repurchased Units***" have the meanings given to such terms in the recitals hereto.

"***Secondary Offering***" has the meaning given to such term in the recitals hereto.

"Shares" has the meaning given to such term in the HESM Company Agreement.

"***Sponsor Closing Certificate***" has the meaning given to such term in Section 7.2(d).

"***Sponsors***" has the meaning given to such term in the preamble hereto.

"***Transaction Documents***" means, collectively, this Agreement and the Assignments.

"***Unaffiliated Shareholders***" means the holders of the outstanding Shares other than the General Partner and its Affiliates, including the Sponsors.

"***Unit Repurchase***" has the meaning given to such term in the recitals hereto.

ARTICLE II
THE TRANSACTIONS

Section 2.1 **Repurchase, Delivery and Cancellation of the Repurchased Units**.

(a) Pursuant to the terms of this Agreement, at the Closing (as defined herein), the Sponsors shall sell, transfer, assign and deliver to HESM OpCo, and HESM OpCo shall purchase and acquire from the Sponsors, an aggregate number of Repurchased Units equal to (i) $400,000,000 divided by (ii) the Per Share Price, with any fractional OpCo Class B Unit rounded up to the nearest whole unit; *provided*, *however*, that if such aggregate number is an odd number, then the aggregate number of Repurchased Units that shall be purchased by HESM OpCo shall be reduced by one OpCo Class B Unit. Each Sponsor shall sell, transfer, assign and deliver to HESM OpCo 50% of the aggregate number of Repurchased Units required to be purchased by HESM OpCo hereunder.

(b) In consideration for each Sponsor's sale, transfer, assignment and delivery to HESM OpCo of such Sponsor's respective Repurchased Units, HESM OpCo shall pay to each Sponsor with respect to each such Repurchased Unit an amount in cash equal to the Per Share Price (such amount *multiplied* by the number of such Sponsor's respective Repurchased Units, the "***Cash Consideration***"). Such Cash Consideration shall be paid in immediately available funds to the account or accounts designated by such Sponsor, which shall be designated by such Sponsor in writing and provided to HESM OpCo at least one Business Day prior to the Closing Date. Following the repurchase of the Repurchased Units hereunder, the Repurchased Units shall be cancelled and shall no longer be deemed to be outstanding.

(c) The closing of the transactions contemplated by this Agreement (the "***Closing***") shall occur as soon as practicable after the closing of the Secondary Offering and the satisfaction or waiver (if permitted hereunder) of all of the conditions set forth in Article VII other than those conditions that by their nature are to be satisfied at the Closing (but subject to the fulfillment or waiver of such conditions at the Closing), at the offices of Latham & Watkins LLP, 811 Main Street, Suite 3700, Houston, Texas 77002 (or remotely via the electronic exchange of executed documents), unless another date or place is mutually agreed upon in writing by the Parties. The date upon which the Closing occurs hereunder is referred to herein as the "***Closing Date***."

Section 2.2 **Sponsor Closing Deliverables**. At the Closing, each of the Sponsors shall deliver (or cause to be delivered):

(a) a counterpart to an Assignment, duly executed on behalf of such Sponsor, and such other transfer documents or instruments that may be reasonably necessary to be delivered by such Sponsor in order to effect a sale, transfer, assignment and delivery to HESM OpCo of the Repurchased Units to be delivered by such Sponsor to HESM OpCo in accordance with Section 2.1(a);

(b) a duly completed Internal Revenue Service Form W-9; and

(c) a Sponsor Closing Certificate, duly executed by an authorized officer or authorized person of such Sponsor.

Section 2.3 **Deliveries by the Partnership Parties**. At the Closing, with respect to Section 2.3(a), HESM OpCo shall deliver (or cause to be delivered), and with respect to Sections 2.3(b) and (c), the Partnership Parties shall deliver (or cause to be delivered):

(a) the aggregate Cash Consideration payable to each Sponsor in accordance with Section 2.1(b);

(b) counterparts to the Assignments, duly executed on behalf of HESM OpCo, and such other transfer documents or instruments that may be reasonably necessary to be delivered by HESM OpCo in order to effect a sale, transfer, assignment and delivery to HESM OpCo of the Repurchased Units in accordance with Section 1.1(a); and

(c) the Partnership Closing Certificate, duly executed by an authorized officer or authorized person of each Partnership Party.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE SPONSORS

Each of the Sponsors, severally and not jointly, and solely with respect to itself, represents and warrants to the Partnership Parties as of the date hereof as follows:

Section 3.1 **Organization**. Such Sponsor is a limited partnership or limited liability company, as the case may be, duly formed, validly existing and in good standing under the Laws of the State of Delaware.

Section 3.2 **Authorization**. Such Sponsor has full limited partnership or limited liability company, as applicable, power and authority to execute, deliver and perform each Transaction Document to which it is a party. The execution, delivery and performance by such Sponsor of the Transaction Documents to which it is a party and the consummation by such Sponsor of the transactions contemplated hereby and thereby, have been duly authorized by all necessary limited partnership or limited liability company action, as the case may be. Each Transaction Document executed or to be executed by such Sponsor has been, or when executed will be, duly executed and delivered by such Sponsor and, assuming the execution and delivery by the other parties thereto, constitutes, or when executed and delivered by the other parties thereto will constitute, a valid and legally binding obligation of such Sponsor, enforceable against such Sponsor in accordance with its terms, except to the extent that such enforceability may be limited by (a) applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar Applicable Laws affecting creditors' rights and remedies generally and (b) equitable principles that may limit the availability of certain equitable remedies (such as specific performance) in certain instances (the "***Enforceability Exceptions***").

Section 3.3 **No Conflicts or Violations**. The execution, delivery and performance of each of the Transaction Documents to which such Sponsor is a party, and the consummation of the transactions contemplated hereby and thereby, do not: (a) violate or conflict with any provision of the Organizational Documents of such Sponsor; (b) violate any Law applicable to such Sponsor; (c) violate, result in a breach of, constitute (with due notice or lapse of time or both) a default or cause any obligation, penalty or premium to arise or accrue under any Contract to which such Sponsor is a party; or (d) result in the creation or imposition of any Lien upon any of the properties or assets of such Sponsor, except, in the case of clauses (b) through (d), as would not, individually or in the aggregate, reasonably be expected to materially impede the ability of such Sponsor to consummate any of the transactions contemplated hereby.

Section 3.4 **Consents and Approvals**. Except (a) as would not, individually or in the aggregate, reasonably be expected to materially impede the ability of such Sponsor to consummate any of the transactions contemplated hereby, or (b) for any filings required for compliance with any applicable requirements of the federal securities Laws, any applicable state or other local securities Laws and any applicable requirements of a national securities exchange (including, in each case, as may be required in order to consummate the Secondary Offering), neither the execution and delivery by such Sponsor of any of the Transaction Documents to which such Sponsor is a party, nor the performance by such Sponsor of its respective obligations thereunder, requires the consent, approval, waiver or authorization of, or declaration, filing, registration or qualification with any Governmental Authority by such Sponsor.

Section 3.5 **Ownership of OpCo Class B Units**. As of the date hereof, such Sponsor is, and prior to giving effect to the sale and transfer of the Repurchased Units on the Closing Date, such Sponsor shall be, the record and beneficial owner of 109,820,964 OpCo Class B Units. At the Closing, such Sponsor shall deliver the Repurchased Units to be delivered by such Sponsor to HESM OpCo, free and clear of all Liens. None of the Repurchased Units is subject to any voting trust or other contract, agreement, arrangement, commitment or understanding, written or oral, restricting or otherwise relating to the voting or disposition of the Repurchased Units, other than this Agreement and the organizational documents of HESM OpCo. No proxies or powers of attorney have been granted with respect to the Repurchased Units to be delivered by such Sponsor to HESM OpCo. Except as contemplated by this Agreement, there are no outstanding warrants, options, agreements, convertible or exchangeable securities or other commitments pursuant to which such Sponsor is or may become obligated to transfer any of the Repurchased Units, except as (a) would not reasonably be expected to impair the ability of such Sponsor to deliver the applicable Repurchased Units to HESM OpCo as contemplated hereby and (b) would not apply to the Repurchased Units following the delivery of the Repurchased Units to HESM OpCo pursuant to this Agreement.

Section 3.6 **Litigation**. There is no Proceeding pending or, to the knowledge of such Sponsor, threatened against such Sponsor, or against any officer, manager or director of such Sponsor, in each case related to the Repurchased Units to be delivered by such Sponsor to HESM OpCo or the transactions contemplated hereby. Such Sponsor is not a party or subject to any order, writ, injunction, judgment or decree of any court or Governmental Authority relating to the Repurchased Units to be delivered by such Sponsor to HESM OpCo or the transactions contemplated hereby.

Section 3.7 **Conflicts Committee Matters**. To the knowledge of such Sponsor, the projections and budgets provided in writing to the Conflicts Committee (including those provided to any financial advisor to the Conflicts Committee) as part of the Conflicts Committee's review of the Transaction Documents and the transactions contemplated thereby have a reasonable basis and are materially consistent with the General Partner's current expectations.

Section 3.8 **Brokers and Finders**. No investment banker, broker, finder, financial advisor or other intermediary is entitled to any broker's, finder's, financial advisor's or other similar based fee or commission in connection with the transactions contemplated hereby as a result of being engaged by such Sponsor or any of its respective Affiliates.

Section 3.9 **Acknowledgments**. Such Sponsor acknowledges that it has not relied on any advice or recommendation by the Partnership Parties or their respective partners, directors, officers, agents or Affiliates with respect to its decision to enter into this Agreement and to consummate the transactions contemplated hereby. Such Sponsor has had sufficient opportunity and time to investigate and review the business, management and financial affairs of the Partnership Parties before its decision to enter into this Agreement, and further has had the opportunity to consult with all advisers it deems appropriate or necessary to consult with in connection with this Agreement and any action arising hereunder, including tax and accounting advisers. Such Sponsor acknowledges that, in connection with its entry into this Agreement and consummation of the transactions contemplated hereby, it has not relied on any express or implied representations or warranties of any nature, oral or written, made by or on behalf of any of the Partnership Parties or any of their respective partners, directors, officers, Affiliates or representatives, except for the representations or warranties of the Partnership Parties set forth in Article IV and the documents delivered by HESM OpCo in connection with the transactions contemplated hereby.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE PARTNERSHIP PARTIES

Each of the Partnership Parties, jointly and severally, represents and warrants to the Sponsors as of the date hereof as follows:

Section 4.1 **Organization**. Each of the Partnership Parties is a limited partnership duly formed and validly existing and in good standing under the Laws of the State of Delaware.

Section 4.2 **Authorization.** Each of the Partnership Parties has full limited partnership power and authority to execute, deliver and perform each Transaction Document to which it is a party. The execution, delivery and performance by each of the Partnership Parties of the Transaction Documents to which it is a party and the consummation by such Partnership Party of the transactions contemplated thereby have been duly authorized by all necessary limited partnership action. Each Transaction Document executed or to be executed by a Partnership Party has been, or when executed will be, duly executed and delivered by such Partnership Party and, assuming the execution and delivery by the other parties thereto, constitutes, or when executed and delivered by the other parties thereto will constitute, a valid and legally binding obligation of such Partnership Party, enforceable against such Partnership Party in accordance with its terms, except to the extent that such enforceability may be limited by the Enforceability Exceptions.

Section 4.3 **No Conflicts or Violations**. The execution, delivery and performance of each of the Transaction Documents to which a Partnership Party is a party, and the consummation of the transactions contemplated thereby, do not: (a) violate or conflict with any provision of the Organizational Documents of such Partnership Party; (b) violate any Law applicable to such Partnership Party; (c) violate, result in a breach of, constitute (with due notice or lapse of time or

both) a default or cause any obligation, penalty or premium to arise or accrue under any Contract to which any Partnership Party is a party; (d) result in the creation or imposition of any Lien or other encumbrance upon any of the properties or assets of the Partnership Parties or any of their respective subsidiaries; or (e) result in the cancellation, modification, revocation or suspension of any Permit of any Partnership Party or any of their respective subsidiaries, except (i) in the case of clauses (b) through (e), as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on the Partnership Parties and their subsidiaries, taken as a whole, and (ii) in the case of clause (d), for the creation or imposition of any Lien or other encumbrance pursuant to the Financing contemplated pursuant to Section 5.2.

Section 4.4 **Solvency**. After giving effect to the transactions contemplated by this Agreement and the other Transaction Documents, all liabilities (including contingent liabilities) of HESM OpCo (other than liabilities to partners of HESM OpCo on account of their partnership interests and liabilities for which the recourse of creditors is limited to specified property of HESM OpCo), will not exceed the fair value of the assets of HESM OpCo (except that the fair value of property that is subject to a liability for which the recourse of creditors is limited is included in the assets of HESM OpCo only to the extent that the fair value of the property exceeds that liability). The transactions contemplated by this Agreement and the other Transaction Documents will not impair HESM OpCo's ability to continue as a going concern.

Section 4.5 **Consents and Approvals**. Except (a) as would not, individually or in the aggregate, reasonably be expected to materially impede the ability of the Partnership Parties to consummate any of the transactions contemplated hereby, or (b) for any filings required for compliance with any applicable requirements of the federal securities Laws, any applicable state or other local securities Laws and any applicable requirements of a national securities exchange (including, in each case, as may be required in order to consummate the Secondary Offering), neither the execution and delivery by any Partnership Party of any of the Transaction Documents to which such Partnership Party is a party, nor the performance by such Partnership Party of its respective obligations thereunder, requires the consent, approval, waiver or authorization of, or declaration, filing, registration or qualification with any Governmental Authority by any Partnership Party or any of their respective subsidiaries.

Section 4.6 **Litigation**. There is no Proceeding pending or, to the knowledge of the Partnership Parties, threatened against any Partnership Party or any of their respective officers, managers, partners or directors, in each case related to the Repurchased Units or the transactions contemplated hereby. No Partnership Party is a party or subject to any order, writ, injunction, judgment or decree of any court or Governmental Authority relating to the Repurchased Units or the transactions contemplated hereby.

Section 4.7 **No adverse Changes**. Since December 31, 2021, there has not been any Material Adverse Effect with respect to the Partnership Parties, taken as a whole.

Section 4.8 **Brokers and Finders**. Except for Intrepid Partners, LLC, no investment banker, broker, finder, financial advisor or other intermediary is entitled to any broker's, finder's, financial advisor's or other similar based fee or commission in connection with the transactions contemplated hereby as a result of being engaged by any Partnership Party or any of its respective Affiliates.

Section 4.9 **Financial Ability**. At the Closing, HESM OpCo will have, through a combination of cash on hand and funds available under existing credit facilities, funds sufficient to satisfy its obligations under this Agreement and to consummate the transactions contemplated hereby.

Section 4.10 **Acknowledgments**. Each of the Partnership Parties acknowledges that it has not relied on any advice or recommendation by the Sponsors or their respective partners, directors, officers, agents or Affiliates with respect to such Partnership Party's decision to enter into this Agreement and to consummate the transactions contemplated hereby. The Partnership Parties have had the opportunity to consult with all advisers they deem appropriate or necessary to consult with in connection with this Agreement and any action arising hereunder, including tax and accounting advisers. Each of the Partnership Parties acknowledges that, in connection with its entry into this Agreement and consummation of the transactions contemplated hereby, it has not relied on any express or implied representations or warranties of any nature, oral or written, made by or on behalf of any of the Sponsors or any of their respective partners, directors, officers, Affiliates or representatives, except for the representations or warranties of the Sponsors set forth in Article III and the documents delivered by the Sponsors in connection with the transactions contemplated hereby.

ARTICLE V
COVENANTS

Section 5.1 **Further Assurances.** On and after the Closing Date, the Parties shall use their respective commercially reasonable efforts to take or cause to be taken all appropriate actions and do, or cause to be done, all things necessary or appropriate to make effective the transactions contemplated hereby, including the execution of any additional assignment or similar documents or instruments of transfer of any kind, the obtaining of consents that may be reasonably necessary or appropriate to carry out any of the provisions hereof and the taking of all such other actions as such Party may reasonably request to be taken by the other Party from to time to time, consistent with the terms of this Agreement, in order to effectuate the provisions and purposes of this Agreement and the transactions contemplated hereby.

Section 5.2 **Financing**. Without limiting the generality of Section 5.1, from and after the date of this Agreement, HESM OpCo shall use its commercially reasonable efforts to undertake a capital markets debt financing or bank debt financing arrangements (the "***Financing***") to fund amounts payable by HESM OpCo in connection with the transactions contemplated by this Agreement, including the Cash Consideration payable to the Sponsors at Closing, and the other Parties shall, and shall cause each of their respective Affiliates to, use their respective commercially reasonable efforts to cause their representatives (including auditors) to, provide all customary cooperation as reasonably requested by HESM OpCo to assist HESM OpCo in connection with such Financing.

Section 5.3 **Cancellation of Class B Shares**. The Parties acknowledge and agree that, following the purchase of the Repurchased Units by HESM OpCo, at the Closing, Hess Midstream shall cancel, for no consideration, a number of Class B Shares held by the General Partner equal to the aggregate number of Repurchased Units repurchased by HESM OpCo hereunder in accordance with Section 5.5(e) of the HESM Company Agreement.

Section 5.4 **Section 16 Matters**. Prior to the Closing, the Parties shall take all such actions as may be necessary or appropriate to cause the transactions contemplated by this Agreement to be exempt under Rule 16b-3 promulgated under the Securities Exchange Act of 1934, as amended, to the extent permitted by Applicable Law.

Section 5.5 **Conflicts Committee**. Prior to the earlier of the Closing and the termination of this Agreement, the HESM Board shall not, and the Sponsors shall not cause the HESM Board to, without the consent of a majority of the then-existing members of the Conflicts Committee, eliminate the Conflicts Committee, revoke or diminish the authority of the Conflicts Committee or remove or cause the removal of any director of the HESM Board that is a member of the Conflicts Committee, either as a director or as a member of such committee. For the avoidance of doubt, this Section 5.5 shall not apply to the filling, in accordance with the provisions of the governing documents of GP LLC, of any vacancies caused by the resignation, death or incapacity of any such director or the removal of any such director for Cause.

Section 5.6 **Fairness Opinion**. Following the pricing of the Secondary Offering, the Conflicts Committee will request, and will use its reasonable best efforts to promptly obtain, a fairness opinion from Intrepid Partners, LLC as to whether, as of the date of the pricing of the Secondary Offering, and based upon and subject to the assumptions, qualifications, limitations and other matters set forth therein, the total Cash Consideration to be paid by HESM OpCo to the Sponsors at the Closing is fair, from a financial point of view, to Hess Midstream (regardless of the conclusion stated therein). Each of the Partnership Parties will provide such information and other cooperation as is reasonably requested by the Conflicts Committee for purposes of this Section 5.6.

ARTICLE VI
SURVIVAL

All representations and warranties of the Parties contained in this Agreement shall terminate as of the Closing Date. All covenants and agreements of the Parties contemplated to be performed prior to the Closing shall terminate as of the Closing Date. All covenants and agreements of the Parties contemplated to be performed following the Closing shall survive the Closing until performed in accordance with their respective terms.

ARTICLE VII
CLOSING CONDITIONS

Section 7.1 **Conditions to the Sponsors' Obligation to Effect the Closing**. The obligations of the Sponsors to effect the transactions contemplated by this Agreement shall be subject to the fulfillment (or, to the extent permitted by Applicable Law, written waiver by the Sponsors) on or prior to the Closing of the following conditions:

(a) Bring Down of Representations and Warranties. (i) The representations and warranties of the Partnership Parties in Sections 4.1, 4.2, 4.3, 4.4, 4.5, 4.7 and 4.9 shall be true and correct (without regard to qualifications as to materiality or Material Adverse Effect contained therein, except in the case of the representation and warranty contained in Section 4.7) in all material respects as of the Closing Date (except to the extent such representations and warranties

expressly relate to an earlier date, in which case as of such earlier date), and (ii) the other representations and warranties of the Partnership Parties made in this Agreement shall be true and correct in all respects (without regard to qualifications as to materiality or Material Adverse Effect contained therein) as of the Closing Date (except to the extent such representations and warranties expressly relate to an earlier date, in which case as of such earlier date) except, in the case of clause (ii), where the failure of the representations and warranties to be true and correct, individually or in the aggregate, has not had a Material Adverse Effect on the Partnership Parties, taken as a whole.

(b) Performance of Covenants. The Partnership Parties shall have performed and complied with, in all material respects, all covenants required by this Agreement to be performed or complied with by the Partnership Parties prior to the Closing Date.

(c) No Injunctions or Restraints. No Law, order issued by any Governmental Authority of competent jurisdiction or other legal restraint or prohibition preventing the consummation of any of the transactions contemplated hereby, declaring unlawful the transactions contemplated hereby or causing the transactions contemplated hereby to be rescinded shall be in effect.

(d) Closing Certificate. Prior to or at the Closing, the Partnership Parties shall have delivered a certificate signed by an authorized officer or other authorized person of each Partnership Party, dated as of the Closing Date, to the effect that the conditions specified in Section 7.1(a) and Section 7.1(b) are satisfied (the "***Partnership Closing Certificate***").

(e) Closing Deliveries. The Sponsors shall have received the applicable closing deliverables as set forth in Section 2.3.

(f) Secondary Offering. The Secondary Offering shall have been consummated in accordance with the terms and conditions of an underwriting agreement or similar agreement entered into in connection therewith.

Section 7.2 **Conditions to the Partnership Parties' Obligation to Effect the Closing**. The obligations of the Partnership Parties to effect the transactions contemplated by this Agreement shall be subject to the fulfillment (or, to the extent permitted by Applicable Law, written waiver by the Partnership Parties, *provided* that any waiver of the condition set forth in Section 7.2(f) shall require the prior written approval of the Conflicts Committee) on or prior to the Closing of the following conditions:

(a) Bring Down of Representations and Warranties. (i) The representations and warranties of the Sponsors in Sections 3.1, 3.2, 3.3, 3.4, 3.5 and 3.9 shall be true and correct (without regard to qualifications as to materiality or Material Adverse Effect contained therein) in all material respects as of the Closing Date (except to the extent such representations and warranties expressly relate to an earlier date, in which case as of such earlier date), and (ii) the other representations and warranties of the Sponsors made in this Agreement shall be true and correct in all respects (without regard to qualifications as to materiality or Material Adverse Effect contained therein) as of the Closing Date (except to the extent such representations and warranties expressly relate to an earlier date, in which case as of such earlier date) except, in the case of clause (ii), where the failure of the representations and warranties to be true and correct, individually or in the aggregate, have not materially impeded or would not reasonably be expected to materially impede the ability of the Sponsors to consummate to the transactions contemplated hereby.

(b) Performance of Covenants. The Sponsors shall have performed and complied with, in all material respects, all covenants required by this Agreement to be performed or complied with by the Sponsors prior to Closing.

(c) No Injunctions or Restraints. No Law, order issued by any Governmental Authority of competent jurisdiction or other legal restraint or prohibition preventing the consummation of any of the transactions contemplated hereby, declaring unlawful the transactions contemplated hereby or causing the transactions contemplated hereby to be rescinded shall be in effect.

(d) Closing Certificate. Prior to or at the Closing, each of the Sponsors shall have delivered a certificate of an authorized officer or other authorized person of such Sponsor, dated as of the Closing Date, to the effect that the conditions specified in Section 7.2(a) and Section 7.2(b) are satisfied (each, a "***Sponsor Closing Certificate***").

(e) Closing Deliveries. The Partnership Parties shall have received the applicable closing deliverables as set forth in Section 2.2.

(f) Fairness Opinion. The Conflicts Committee shall have received a reasonably satisfactory oral opinion from Intrepid Partners, LLC, subsequently to be confirmed in writing, that, as of the date of the pricing of the Secondary Offering, and based upon and subject to the assumptions, qualifications, limitations and other matters set forth therein, the total Cash Consideration to be paid by HESM OpCo to the Sponsors in the Unit Repurchase is fair, from a financial point of view, to Hess Midstream.

(g) Secondary Offering. The Secondary Offering shall have been consummated in accordance with the terms and conditions of an underwriting agreement or similar agreement entered into in connection therewith.

ARTICLE VIII
TERMINATION

Section 8.1 **Termination**. This Agreement may be terminated at any time prior to the Closing Date (it being understood that any termination by the Partnership Parties pursuant to this Article IX shall not require the approval of the Conflicts Committee):

(a) by mutual written agreement of the Partnership Parties and the Sponsors;

(b) by either the Partnership Parties, on the one hand, or the Sponsors, on the other hand, if any injunction or other order, decree, decision, determination or judgment permanently restraining, enjoining or otherwise prohibiting consummation of the transactions hereunder shall become final and non-appealable or any or any Law that permanently makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited shall be in effect;

(c) by the Partnership Parties if there has been a breach of, or failure to perform, any representation, warranty, covenant or agreement made by the Sponsors in this Agreement, such that the conditions set forth in Section 7.2(a) or Section 7.2(b) would not be satisfied and such breach or failure to perform is not curable or, if curable, is not cured by the earlier of (i) the Termination Date (as defined below) and (ii) 45 days following receipt by the Sponsors of notice of such breach or failure from the Partnership Parties; *provided, however,* that the right to terminate this Agreement pursuant to this Section 8.1(c) shall not be available if either of the Partnership Parties is itself in breach of any provision of this Agreement or has failed to perform any of its representations, warranties, covenants or agreements set forth in this Agreement, and which breach or failure to perform would result in the failure of the conditions set forth in Section 7.1(a) or Section 7.1(b);

(d) by the Sponsors if there has been a breach of, or failure to perform, any representation, warranty, covenant or agreement made by the Partnership Parties in this Agreement, such that the conditions set forth in Section 7.1(a) or Section 7.1(b) would not be satisfied and such breach or failure to perform is not curable or, if curable, is not cured by the earlier of (i) the Termination Date and (ii) 45 days following receipt by the Partnership Parties of notice of such breach or failure from the Sponsors; *provided, however,* that the right to terminate this Agreement pursuant to this Section 8.1(d) shall not be available if any of the Sponsors is itself in breach of any provision of this Agreement or has failed to perform any of its representations, warranties, covenants or agreements set forth in this Agreement, and which breach or failure to perform would result in the failure of the conditions set forth in Section 7.2(a) or Section 7.2(b); or

(e) by either the Partnership Parties, on the one hand, or the Sponsors, on the other hand, if the Closing shall not have occurred prior to April 8, 2022 (the "***Termination Date***"); *provided, however,* that the right to terminate this Agreement pursuant to this Section 8.1(e) shall not be available if the failure of the Party so requesting termination to perform any covenant or obligation under this Agreement shall have been the primary cause of the failure of the Closing to occur on or prior to such date.

Section 8.2 **Effect of Termination**. In the event that this Agreement is terminated, this Agreement shall become null and void and no Party or any Party's Affiliates, subsidiaries, directors, officers or employees, shall have any further obligation or any liability of any kind to any Person by reason of this Agreement except that no Party shall be relieved of any liability in respect of its breach of this Agreement that occurs prior to such termination.

ARTICLE IX
MISCELLANEOUS

Section 9.1 **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.

Section 9.2 **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. Without limiting the generality of the foregoing, the Parties agree that their respective representations, warranties and covenants set forth in this Agreement are the product of negotiations among the Parties and are for the sole benefit of the Parties, in accordance with and subject to the terms of this Agreement, and no other Person has the right to rely upon the representations and warranties, or the right to enforce any covenants, set forth herein. Any inaccuracies in such representations and warranties are subject to waiver by the Parties in accordance with Section 9.6 without notice or liability to any other Person. In some instances, the representations and warranties in this Agreement may represent an allocation among the Parties of risks associated with particular matters regardless of the knowledge of any of the Parties. Consequently, Persons other than the Parties may not rely upon the representations and warranties in this Agreement as characterizations of actual facts or circumstances as of the date of this Agreement or as of any other date.

Section 9.3 **Successors and Assigns**. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. No Party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other Parties.

Section 9.4 **Notices**. All notices and demands provided for hereunder shall be in writing and shall be given by registered or certified mail, return receipt requested, electronic mail, air courier guaranteeing overnight delivery or personal delivery to the following addresses:

If to either of the Partnership Parties:

c/o Hess Midstream GP LLC
1501 McKinney Street
Houston, Texas 77010
Attention: Jonathan Stein

If to HINDL:

Hess Investments North Dakota LLC
c/o Hess Corporation
1185 Avenue of the Americas, 40th Floor
New York, New York 10036
Attention: Timothy Goodell

If to GIP:

GIP II Blue Holding, L.P.
c/o Global Infrastructure Management, LLC
1345 Avenue of the Americas, 30th Floor
New York, New York 10105
Attention: Will Brilliant

Section 9.5 **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 9.6 **Amendment or Modification; Waiver**. This Agreement may be amended, supplemented 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. Any extension or waiver of the obligations herein of any Party shall be valid only if set forth in an instrument in writing referring to this section and executed by the Party to be bound thereby. Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition, of this Agreement. The failure of any Party to assert any of its rights hereunder shall not constitute a waiver of any of such rights.

Section 9.7 **Integration**. This Agreement, each of the other Transaction Documents and each of the other instruments referenced herein and therein 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, each of the other Transaction Documents and such other instruments. This Agreement, each of the other Transaction Documents and each of the other instruments referenced herein or therein 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 form part of this Agreement unless it is contained in a written amendment hereto executed by the Parties after the date of this Agreement.

Section 9.8 **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 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 IRREVOCABLY AND UNCONDITIONALLY AGREES (a) 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 (b) 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.

Section 9.9 **Specific Performance**. The Parties agree that irreparable damage would occur and that there would be no adequate remedy at Law in the event that any of the provisions of this Agreement were not performed prior to termination of this Agreement in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in the Court of Chancery of the State of Delaware without bond or other security being required, this being in addition to any other remedy to which they are entitled at law or in equity.

Section 9.10 **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one agreement. The exchange of copies of this Agreement and of signature pages by facsimile or electronically including by PDF transmission shall constitute effective execution and delivery of this Agreement for all purposes. Signatures of the Parties hereto transmitted by facsimile or electronically including by PDF transmission shall be deemed to be their original signatures for all purposes. The words "execution," "signed," "signature" and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement shall include images of manually executed signatures transmitted by facsimile, electronic format (including, without limitation, "pdf," "tif" and "jpg") and other electronic signatures (including, without limitation, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by Applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the Delaware Uniform Electronic Transactions Act, the New York State Electronic Signatures and Records Act, and any other Applicable Law.

Section 9.11 **Effectiveness**. This Agreement shall become effective when it shall have been executed by the Parties.

[*Signature page follows*]

IN WITNESS WHEREOF, each of the Parties has duly executed this Agreement as of the date first written above.

HESS MIDSTREAM OPERATIONS LP

By: Hess Midstream LP, as delegate of authority of Hess Midstream Partners GP LP, the general partner of Hess Midstream Operations LP

By: Hess Midstream GP LP, its general partner

By Hess Midstream GP LLC, its general partner

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

HESS MIDSTREAM LP

By: Hess Midstream GP LP, its general partner

By Hess Midstream GP LLC, its general partner

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

HESS INVESTMENTS NORTH DAKOTA LLC

By: /s/ John P. Rielly
Name: John P. Rielly
Title: Vice President

[*Signature Page to Unit Repurchase Agreement*]

GIP II BLUE HOLDING, L.P.

By: GIP Blue Holding GP, LLC, its general partner

By: /s/ William Brilliant
Name: William Brilliant
Title: Manager

[*Signature Page to Unit Repurchase Agreement*]

EXHIBIT A

Assignment of Class B Units

[See attached]

ASSIGNMENT OF CLASS B UNITS
[Hess Investments North Dakota LLC][GIP II Blue Holding, L.P.]

THIS ASSIGNMENT OF CLASS B UNITS (this "***Agreement***") is made effective as of [•] [a.][p.]m. local time in Houston, Texas on [•], 2022 (the "***Effective Time***"), by and between Hess Midstream Operations LP, a Delaware limited partnership ("***HESM OpCo***"), and [Hess Investments North Dakota LLC, a Delaware limited liability company][GIP II Blue Holding, L.P., a Delaware limited partnership] ("***Assignor***").

RECITALS

WHEREAS, Assignor is the record and beneficial owner of 109,820,964 Class B Units representing limited partner interests in HESM OpCo (the "***Class B Units***");

WHEREAS, HESM OpCo and Assignor have entered into that certain Unit Repurchase Agreement (the "***Purchase Agreement***"), dated as of March [•], 2022, by and among HESM OpCo, Hess Midstream LP, a Delaware limited partnership, Assignor and [GIP II Blue Holding, L.P., a Delaware limited partnership][Hess Investments North Dakota LLC, a Delaware limited liability company], pursuant to which, among other things, (a) HESM OpCo shall purchase from Assignor [•][1] Class B Units (the "***Subject Units***") and (b) Assignor shall sell, transfer, assign and deliver all of its right, title and interest in and to the Subject Units to HESM OpCo;

WHEREAS, Assignor desires to assign all of its right, title and interest in and to the Subject Units to HESM OpCo, and HESM OpCo desires to accept Assignor's assignment of the Subject Units (the "***Assignment***");

WHEREAS, immediately following HESM OpCo's purchase of the Subject Units, HESM OpCo shall cancel the Subject Units, and the Subject Units shall cease to be outstanding; and

WHEREAS, in order to effectuate the Assignment, HESM OpCo and Assignor are executing and delivering this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE X ASSIGNMENT. Effective as of the Effective Time, Assignor hereby irrevocably assigns, transfers and delivers to HESM OpCo all of Assignor's right, title and interest in and to the Subject Units, together with all rights and obligations existing or arising with respect to the Subject Units, whether arising or attributable to periods prior to or after the Effective Time, as set forth in the OpCo Partnership Agreement (as defined in the Purchase Agreement) and the Delaware Revised Uniform Limited Partnership Act, as amended.

1 **Note to Draft**: To be the number of Class B Units repurchased by HESM OpCo from each Assignor as determined pursuant to the terms of the Purchase Agreement

ARTICLE XI ACCEPTANCE, ASSUMPTION AND ACKNOWLEDGMENT. Effective as of the Effective Time, HESM OpCo hereby accepts Assignor's assignment of the Subject Units pursuant to Section 1.

ARTICLE XII EFFECT OF ASSIGNMENT. EFFECTIVE AS OF THE EFFECTIVE TIME, (A) ASSIGNOR SHALL CEASE TO HAVE ANY RIGHT, TITLE OR INTEREST IN OR TO THE SUBJECT UNITS AND SHALL HAVE NO FURTHER RIGHTS OR OBLIGATIONS WITH RESPECT TO THE SUBJECT UNITS UNDER THE OPCO PARTNERSHIP AGREEMENT OR OTHERWISE AND (B) EACH OF THE SUBJECT UNITS SHALL BE CANCELLED AND SHALL CEASE TO BE OUTSTANDING.

ARTICLE XIII CHOICE OF 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 conflict of laws of that state.

ARTICLE XIV FURTHER ASSURANCES. Each of Assignor and HESM OpCo agrees to take such further action as may be necessary or appropriate to effect the purposes of this Agreement.

ARTICLE XV GENERAL. This Agreement is binding on and shall inure to the benefit of the signatories hereto and their respective successors and assigns. This Agreement is expressly subject to the terms, provisions and limitations of the Purchase Agreement and, in the event of any conflict between the terms of this Agreement and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one agreement. The exchange of copies of this Agreement and of signature pages by facsimile or electronically including by PDF transmission shall constitute effective execution and delivery of this Agreement for all purposes. Signatures of the Parties hereto transmitted by facsimile or electronically including by PDF transmission shall be deemed to be their original signatures for all purposes. The words "execution," "signed," "signature" and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, "pdf," "tif" and "jpg") and other electronic signatures (including, without limitation, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the Delaware Uniform Electronic Transactions Act, the New York State Electronic Signatures and Records Act, and any other applicable law. Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Time.

HESS MIDSTREAM OPERATIONS LP

By: Hess Midstream LP, as delegate of authority of Hess Midstream Partners GP, LP, the general partner of Hess Midstream Operations LP

By: Hess Midstream GP LP, its general partner

By: Hess Midstream GP LLC, its general partner

By: _____
Name:
Title:

[HESS INVESTMENTS NORTH DAKOTA LLC][GIP II BLUE HOLDING, L.P.]

By: _____

Name:

Title:

Exhibit 99.1

Investor Contact: *Jennifer Gordon*
(212) 536-8244
Media Contact: *Robert Young*
(346) 319 8783

News Release

FOR IMMEDIATE RELEASE

HESS MIDSTREAM LP ANNOUNCES SIGNING OF ACCRETIVE $400 MILLION SPONSOR UNIT REPURCHASE

HOUSTON, March 29, 2022 — Hess Midstream LP (NYSE: HESM) ("Hess Midstream"), today announced the execution of a definitive agreement providing for the repurchase of $400 million in Class B units by its subsidiary, Hess Midstream Operations LP, from affiliates of Hess Corporation and Global Infrastructure Partners, Hess Midstream's sponsors (the "Sponsors"). The terms of the proposed unit repurchase transaction were unanimously approved by the Board of Directors of Hess Midstream's general partner (the "Board"), based on the unanimous approval and recommendation of its conflicts committee composed solely of independent directors.

"With today's announcement, we again demonstrate both our financial flexibility and our commitment to consistent and ongoing return of capital to our shareholders," said Jonathan Stein, Chief Financial Officer of Hess Midstream. "The unit repurchase transaction is expected to optimize our capital structure to our targeted 3.0x Debt/Adjusted EBITDA for full year 2022 and provide significant and immediate accretion to our shareholders. In addition, we expect to continue to have financial flexibility, including ongoing free cash flow after distributions, to allow for potential further incremental return of capital to shareholders in 2022."

The repurchased units will be cancelled upon the closing of the unit repurchase transaction, which is expected to result in increased distributable cash flow per unit and capacity for incremental distribution growth above our 5% annual distribution target, consistent with Hess Midstream's return of capital framework. The purchase price per Class B unit will be the same per Class A share price paid by the public in the $250

million underwritten secondary public offering by the Sponsors also announced today. The unit repurchase is anticipated to close substantially concurrently with the closing of the secondary public offering and is subject to a number of conditions, including the successful completion of the secondary public offering, the receipt by the conflicts committee of a fairness opinion from its financial advisor and other customary conditions. Hess Midstream expects to fund the unit repurchase through debt financing, which may include borrowings under its existing revolving credit facility.

This press release is neither an offer to sell nor a solicitation of an offer to buy any securities and shall not constitute an offer to sell or a solicitation of an offer to buy, or a sale of, any securities in any jurisdiction in which such offer, solicitation or sale is unlawful.

About Hess Midstream

Hess Midstream LP is a fee-based, growth-oriented midstream company that owns, operates, develops and acquires a diverse set of midstream assets to provide services to Hess Corporation and third-party customers. Hess Midstream owns oil, gas and produced water handling assets that are primarily located in the Bakken and Three Forks Shale plays in the Williston Basin area of North Dakota. More information is available at www.hessmidstream.com.

Cautionary Note Regarding Forward-Looking Information

This press release contains "forward-looking statements" within the meaning of U.S. federal securities laws. Words such as "anticipate," "estimate," "expect," "forecast," "guidance," "could," "may," "should," "would," "believe," "intend," "project," "plan," "predict," "will," "target" and similar expressions identify forward-looking statements, which are not historical in nature. Our forward-looking statements may include, without limitation: our future financial and operational results, including our ability to increase our distributions or achieve our targeted distribution growth rate or reduce leverage below our debt/Adjusted EBITDA target; our business strategy and profitability; the expected timing and completion of the Class B unit repurchase from Hess Corporation ("Hess") and Global Infrastructure Partners ("GIP"); and our ability to execute future accretive opportunities, including incremental return of capital to shareholders.

Forward-looking statements are based on our current understanding, assessments, estimates and projections of relevant factors and reasonable assumptions about the future. Forward-looking statements are subject to certain known and unknown risks and uncertainties that could cause actual results to differ materially from our historical experience and our current projections or expectations of future results expressed or implied by these forward-looking statements. The following important factors could cause actual results to differ materially from those in our forward-looking statements: the direct and indirect effects of the COVID-19 global pandemic and other public health developments on our business and those of our business partners, suppliers and customers, including Hess; the ability of Hess and other parties to satisfy their obligations to us, including Hess' ability to meet its drilling and development plans on a timely basis or at all and the operation of joint ventures that we may not control; our ability to generate sufficient cash flow to pay current and expected levels of distributions; reductions in the volumes of crude oil, natural gas, natural gas liquids ("NGLs") and produced water we gather, process, terminal or store; fluctuations in the prices and demand for crude oil, natural gas and NGLs, including as a result of the COVID-19 global pandemic; changes in global economic conditions and the effects of a global economic downturn on our business and the business of our suppliers, customers, business partners and lenders; our ability to comply with government regulations or make capital expenditures required to maintain compliance, including our ability to obtain or maintain permits necessary for capital projects in a timely manner, if at all, or the revocation or modification of existing permits; our ability to successfully identify, evaluate and timely execute our capital projects, investment opportunities and growth strategies, whether through organic growth or acquisitions; the satisfaction of the closing conditions of the Class B unit repurchase, including the closing of the secondary public offering and the receipt of a fairness opinion by the conflicts committee; costs or liabilities associated with federal, state and local laws, regulations and governmental actions applicable to our business, including legislation and regulatory initiatives relating to environmental protection and safety, such as spills, releases, pipeline integrity and measures to limit

greenhouse gas emissions; our ability to comply with the terms of our credit facility, indebtedness and other financing arrangements, which, if accelerated, we may not be able to repay; reduced demand for our midstream services, including the impact of weather or the availability of the competing third-party midstream gathering, processing and transportation operations; potential disruption or interruption of our business due to catastrophic events, such as accidents, severe weather events, labor disputes, information technology failures, constraints or disruptions and cyber-attacks; any limitations on our ability to access debt or capital markets on terms that we deem acceptable, including as a result of weakness in the oil and gas industry or negative outcomes within commodity and financial markets; liability resulting from litigation; and other factors described in Item 1A—Risk Factors in our Annual Report on Form 10-K and any additional risks described in our other filings with the Securities and Exchange Commission.

As and when made, we believe that our forward-looking statements are reasonable. However, given these risks and uncertainties, caution should be taken not to place undue reliance on any such forward-looking statements since such statements speak only as of the date when made and there can be no assurance that such forward-looking statements will occur and actual results may differ materially from those contained in any forward-looking statement we make. Except as required by law, we undertake no obligation to publicly update or revise any forward-looking statements, whether because of new information, future events or otherwise.

Non-GAAP Measures

In addition to our financial information presented in accordance with U.S. generally accepted accounting principles ("GAAP"), management utilizes certain additional non GAAP measures to facilitate comparisons of past performance and future periods. "Adjusted EBITDA" presented in this release is defined as reported net income (loss) before net interest expense, income tax expense, depreciation and amortization and our proportional share of depreciation of our equity affiliates, as further adjusted to eliminate the impact of certain items that we do not consider indicative of our ongoing operating performance, such as transaction costs, other income and other non-cash, non-recurring

items, if applicable. “Distributable cash flow” or “DCF” is defined as Adjusted EBITDA less net interest, excluding amortization of deferred financing costs, cash paid for federal and state income taxes and maintenance capital expenditures. DCF does not reflect changes in working capital balances. We believe that investors’ understanding of our performance is enhanced by disclosing these measures as they may assist in assessing our operating performance as compared to other publicly traded companies in the midstream energy industry, without regard to historical cost basis or, in the case of Adjusted EBITDA, financing methods, and assessing the ability of our assets to generate sufficient cash flow to make distributions to our shareholders. These measures are not, and should not be viewed as, a substitute for GAAP net income or cash flow from operating activities and should not be considered in isolation.

Contacts

Investor Contact:
Jennifer Gordon
(212) 536-8244

Media Contact:
(713) 496-6076
Robert Young

Investor Contact: ***Jennifer Gordon***
(212) 536-8244
Media Contact: ***Robert Young***
(713) 496-6076

News Release

FOR IMMEDIATE RELEASE

HESS MIDSTREAM LP ANNOUNCES SECONDARY PUBLIC OFFERING OF CLASS A SHARES

HOUSTON, March 29, 2022 – Hess Midstream LP (NYSE: HESM) ("HESM") today announced the commencement of an underwritten public offering of an aggregate of 7,900,000 Class A shares representing limited partner interests in HESM by a subsidiary of Hess Corporation and an affiliate of Global Infrastructure Partners (the "Selling Shareholders"). The Selling Shareholders intend to grant the underwriters a 30-day option to purchase up to 1,185,000 additional Class A shares. HESM will not receive any proceeds from the sale of Class A shares in the offering.

Citigroup Global Markets Inc. and Goldman Sachs & Co. LLC are acting as joint bookrunning managers of the offering.

The offering of these securities is being made only by means of the prospectus supplement and accompanying base prospectus as filed with the Securities and Exchange Commission (the "SEC"). Copies of the preliminary prospectus supplement and accompanying base prospectus relating to the offering may be obtained free of charge on the SEC's website at www.sec.gov under HESM's name or from the underwriters of the offering as follows:

Citigroup Global Markets Inc.
c/o Broadridge Financial Solutions
1155 Long Island Avenue
Edgewood, New York 11717
Telephone: 800-831-9146
Email: prospectus@citi.com

Goldman Sachs & Co. LLC
Attn: Prospectus Department
200 West Street

New York, New York 10282
Telephone: 866-471-2526
Email: prospectus-ny@ny.email.gs.com

The Class A shares are being offered and will be sold pursuant to an effective shelf registration statement that was previously filed with the SEC. This press release shall not constitute an offer to sell or a solicitation of an offer to buy the securities described above, nor shall there be any sale of these securities in any state or jurisdiction in which such an offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction. The offering is being made only by means of a prospectus and related prospectus supplement meeting the requirements of Section 10 of the Securities Act of 1933, as amended.

About Hess Midstream LP

HESM is a fee-based, growth-oriented midstream company that owns, operates, develops and acquires a diverse set of midstream assets to provide services to Hess Corporation and third-party customers. HESM owns oil, gas and produced water handling assets that are primarily located in the Bakken and Three Forks Shale plays in the Williston Basin area of North Dakota.

Forward Looking Statements

This press release includes forward-looking statements within the meaning of U.S. securities laws. Words such as “anticipate,” “estimate,” “expect,” “forecast,” “guidance,” “could,” “may,” “should,” “would,” “believe,” “intend,” “project,” “plan,” “predict,” “will,” “target” and similar expressions identify forward-looking statements, which are not historical in nature. Forward-looking statements are subject to certain known and unknown risks and uncertainties that could cause actual results to differ materially from our historical experience and our current projections or expectations of future results expressed or implied by these forward-looking statements. You should keep in mind the risk factors and other cautionary statements in the filings made by HESM with the SEC, which are available to the public. HESM undertakes no obligation to, and does not intend to, update these forward-looking statements to reflect events or circumstances occurring after this press release. You are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date of this press release.

Exhibit 99.3

Investor Contact: *Jennifer Gordon*
(212) 536-8244
Media Contact: *Robert Young*
(713) 496-6076

News Release

FOR IMMEDIATE RELEASE

HESS MIDSTREAM LP ANNOUNCES UPSIZING AND PRICING OF SECONDARY PUBLIC OFFERING OF CLASS A SHARES

HOUSTON, March 30, 2022 – Hess Midstream LP (NYSE: HESM) ("HESM") today announced the upsizing and pricing of an underwritten public offering of an aggregate 8,900,000 Class A shares representing limited partner interests in HESM by a subsidiary of Hess Corporation and an affiliate of Global Infrastructure Partners (the "Selling Shareholders"), at a public offering price of $29.50 per Class A share. The offering was upsized from the previously announced 7,900,000 Class A shares. The Selling Shareholders have granted the underwriters a 30-day option to purchase up to 1,335,000 additional Class A shares at the public offering price less underwriting discounts and commissions.

The gross proceeds from the sale of Class A shares by the Selling Shareholders are expected to be approximately $262,550,000. HESM will not receive any proceeds from the sale of Class A shares in the offering. The offering is expected to close on April 4, 2022, subject to customary closing conditions.

Citigroup Global Markets Inc. and Goldman Sachs & Co. LLC are acting as joint bookrunning managers of the offering.

The offering of these securities is being made only by means of the prospectus supplement and accompanying base prospectus as filed with the Securities and Exchange Commission (the "SEC"). Copies of the prospectus supplement and accompanying base prospectus relating to the offering may be obtained free of charge on the SEC's website at www.sec.gov under HESM's name or from the underwriters of the offering as follows:

Citigroup Global Markets Inc.
c/o Broadridge Financial Solutions
1155 Long Island Avenue
Edgewood, New York 11717
Telephone: 800-831-9146
Email: prospectus@citi.com

Goldman Sachs & Co. LLC
Attn: Prospectus Department
200 West Street
New York, New York 10282
Telephone: 866-471-2526
Email: prospectus-ny@ny.email.gs.com

The Class A shares are being offered and will be sold pursuant to an effective shelf registration statement that was previously filed with the SEC. This press release shall not constitute an offer to sell or a solicitation of an offer to buy the securities described above, nor shall there be any sale of these securities in any state or jurisdiction in which such an offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction. The offering is being made only by means of a prospectus and related prospectus supplement meeting the requirements of Section 10 of the Securities Act of 1933, as amended.

About Hess Midstream LP

HESM is a fee-based, growth-oriented midstream company that owns, operates, develops and acquires a diverse set of midstream assets to provide services to Hess Corporation and third-party customers. HESM owns oil, gas and produced water handling assets that are primarily located in the Bakken and Three Forks Shale plays in the Williston Basin area of North Dakota.

Forward Looking Statements

This press release includes forward-looking statements within the meaning of U.S. securities laws. Words such as “anticipate,” “estimate,” “expect,” “forecast,” “guidance,” “could,” “may,” “should,” “would,” “believe,” “intend,” “project,” “plan,” “predict,” “will,” “target” and similar expressions identify forward-looking statements, which are not historical in nature. Forward-looking statements are subject to certain known and unknown risks and uncertainties that could cause actual results to differ materially from our historical experience and our current projections or expectations of future results expressed or implied by these forward-looking statements. You should keep in mind the risk factors and other cautionary statements in the filings made by HESM with the SEC, which are available to the public. HESM undertakes no obligation to, and does not intend to, update these forward-looking statements to reflect events or circumstances occurring after this press release. You are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date of this press release.