

**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): December 23, 2020**

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

**DELAWARE**  
(State or other jurisdiction  
of incorporation)

**No. 001-39163**  
(Commission  
file number)

**No. 84-3211812**  
(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
<b>Class A shares representing limited partner interests</b>	<b>HESM</b>	<b>New York Stock Exchange</b>

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.**

### ***Amendments to Existing Commercial Agreements with Hess***

On December 23, 2020, certain indirect subsidiaries (the “Midstream Parties”) of Hess Midstream LP (the “Company”) and certain indirect subsidiaries of Hess Corporation (“Hess”) entered into an amendment (collectively, the “Amendments”) to each of the following commercial agreements:

- Second Amended and Restated Gas Processing and Fractionation Agreement by and between Hess Trading Corporation, an indirect wholly owned subsidiary of Hess (“HTC”), and Hess Bakken Processing LLC, an indirect subsidiary of the Company;
- Second Amended and Restated Terminal and Export Services Agreement by and between HTC and Hess North Dakota Export Logistics LLC, an indirect subsidiary of the Company;
- Amended and Restated Crude Oil Gathering Agreement by and between HTC and Hess North Dakota Pipelines LLC, an indirect subsidiary of the Company (“HNDPL”); and
- Second Amended and Restated Gas Gathering Agreement by and between HTC and HNDPL.

The parties entered into the Amendments in order to, among other things, account for actual operating expenses and maintenance capital expenditures incurred from and after January 1, 2021 instead of forecasted operating expenses and maintenance capital expenditures in the redetermination methodology used in recalculating the fees payable by HTC to the applicable Midstream Party under each of the existing commercial agreements. Each of the Amendments will be effective on January 1, 2021.

The foregoing description of the Amendments does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Amendments, which are filed as Exhibits 10.1, 10.2, 10.3 and 10.4 to this Current Report on Form 8-K and incorporated herein by reference.

### ***Relationships***

The Company is managed and controlled by Hess Midstream GP LLC (“GP LLC”) which is the general partner of Hess Midstream GP LP, the general partner of the Company (the “General Partner”). GP LLC is wholly owned by Hess Infrastructure Partners GP LLC (“HIP”), and HIP is owned 50% by Hess Investments North Dakota LLC (“HINDL”), a subsidiary of Hess, and 50% by GIP II Blue Holding Partnership, L.P., an entity managed by Global Infrastructure Management (“GIP”). As a result, certain individuals, including officers and directors of Hess, GIP, HIP and the General Partner, serve as officers and/or directors of more than one of such other entities. In addition, each of HINDL and GIP has beneficial ownership of 449,000 Class A shares representing limited partner interests in the Company (“Class A Shares”), 133,208,464 Class B shares representing limited partner interests in the Company (“Class B Shares”) and 133,208,464 Class B units representing limited partner interests in Hess Midstream Operations LP (“Class B Units”), a subsidiary of the Company that holds all of the Company’s operating assets. Such Class A Shares, Class B Shares and Class B Units collectively represent an approximate 94% voting interest and 5% economic interest in the Company and an approximate 93.68% economic interest in Hess Midstream Operations LP.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits

<b>Exhibit No.</b>	<b>Description</b>
10.1	<a href="#"><u>Amendment No. 1 to Second Amended and Restated Gas Processing and Fractionation Agreement, effective as of January 1, 2021, by and between Hess Trading Corporation and Hess Bakken Processing LLC.</u></a>
10.2	<a href="#"><u>Amendment No. 1 to Second Amended and Restated Terminal and Export Services Agreement, effective as of January 1, 2021, by and between Hess Trading Corporation and Hess North Dakota Export Logistics LLC.</u></a>
10.3	<a href="#"><u>Amendment No. 1 to Amended and Restated Crude Oil Gathering Agreement, effective as of January 1, 2021, by and between Hess Trading Corporation and Hess North Dakota Pipelines LLC.</u></a>
10.4	<a href="#"><u>Amendment No. 1 to Second Amended and Restated Gas Gathering Agreement, effective as of January 1, 2021, by and between Hess Trading Corporation and Hess North Dakota Pipelines LLC.</u></a>
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: December 23, 2020

By: /s/ Jonathan C. Stein

Name: Jonathan C. Stein

Title: Chief Financial Officer

**AMENDMENT NO. 1  
TO  
SECOND AMENDED AND RESTATED GAS PROCESSING AND  
FRACTIONATION AGREEMENT**

This Amendment No. 1 to Second Amended and Restated Gas Processing and Fractionation Agreement (this "Amendment") is effective as of January 1, 2021 (the "Amendment Effective Date"), and is by and between Hess Trading Corporation, a Delaware corporation ("Customer"), and Hess Bakken Processing LLC, a Delaware limited liability company ("Provider"). Customer and Provider are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, the Parties entered into that certain Second Amended and Restated Gas Processing and Fractionation Agreement, dated effective as of January 1, 2014 (the "Agreement"), pursuant to which Provider agreed to provide to Customer certain processing and fractionation services with respect to hydrocarbons owned or controlled by Customer;

WHEREAS, the Parties desire to amend the Agreement to reflect certain agreements of the Parties as set forth herein; and

WHEREAS, Section 19.7 of the Agreement provides that the Agreement may not be amended, modified, varied or supplemented except by an instrument in writing signed by both Parties.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows.

**AGREEMENT**

Section 1. *Defined Terms*. Capitalized terms used in this Amendment and not otherwise defined herein will have the meanings given such terms in the Agreement.

Section 2. *Amendments to Section 7.1(g) of the Agreement*. Section 7.1(g) to the Agreement is hereby amended and restated in its entirety as follows:

“(g) (x) at any time on or prior to January 15<sup>th</sup> of each Year, either Party may make an election to have the then-currently agreed Fees recalculated with respect to such Year (a "**Recalculation Election**"); provided, that, prior to the date such Recalculation Election is made, the Parties shall have agreed upon an Updated Development Plan for such Year or the Parties shall have been unable to agree upon an Updated Development Plan for such Year, and (y) Customer shall have the right, in accordance with Section 4.4(a)(i), to make a temporary Recalculation Election with respect to the remainder of the current Year. Upon a Recalculation Election being made pursuant to this Section 7.1(g), the Fees will be recalculated based upon such then-currently agreed Development Plan. Any such recalculation shall be based on the model attached hereto as Exhibit G-2, which takes into account:

(i) (A) the aggregate Tariff Volumes contained in a Tariff Volume Estimate that have actually been delivered by Customer into the Receipt Points, in each case, prior to such Year during the Term, and (B) with respect to Recalculation Elections related to the Fees for Year 2019 and thereafter, the aggregate Third Party Volumes contained in a Third Party Volume Estimate that have actually been delivered by Customer into the Receipt Points, in each case, prior to such Year during the Term; provided, however, that such Tariff Volumes and Third Party Volumes, in the aggregate, shall not, for purposes of the recalculation (1) exceed the applicable Dedicated Production Estimates for such Years as contained in the applicable Development Plans or (2) be deemed to be lower than the applicable MVC for such Years as contained in the applicable Development Plans;

(ii) any Committed Build-Out Costs actually incurred by Provider prior to such Year during the Term, regardless whether or not such amounts are less than, equal to or greater than the applicable Committed Build-Out Estimates for such Years;

(iii) the Committed Build-Out Estimates contained in the then-current System Budget for the current and future Years;

(iv) with respect to Maintenance Capital Expenditures to be included in the tariff model for periods prior to January 1, 2021, the Maintenance Capital Estimates for such Years of the Term as contained in the System Budgets applicable to such Years;

(v) with respect to Maintenance Capital Expenditures incurred from and after January 1, 2021 only, any Maintenance Capital Expenditures actually incurred by Provider from and after such date during the Term, regardless whether or not such amounts are less than, equal to or greater than the applicable Maintenance Capital Estimates for such Years;

(vi) the Maintenance Capital Estimates contained in the then-current System Budget for the current and future Years;

(vii) with respect to operating expenses to be included in the tariff model for periods prior to January 1, 2021, the Operating Expense Estimates for such Years of the Term as contained in the System Budgets applicable to such Years;

(viii) with respect to operating expenses incurred from and after January 1, 2021 only, any operating expenses actually incurred by Provider from and after such date during the Term, regardless whether or not such amounts are less than, equal to or greater than the applicable Operating Expense Estimates for such Years;

(ix) the Operating Expense Estimates contained in the then-current System Budget for the current and future Years;

(x) the Historical Capital Expenditures;

(xi) the Dedicated Production Estimates;

(xii) the then-current Return on Capital;

(xiii) subject to the terms of Exhibit G-2, all (or, as applicable, only the applicable portion thereof that is necessary in order for Provider to provide the System Services contemplated by the applicable Development Plan and System Plan, as such portion is agreed by Provider and Customer at the time of the applicable System Acquisition) System Acquisition Costs actually incurred by Provider or its Affiliates prior to such Year during the Term, regardless whether or not such amounts are less than, equal to or greater than the applicable System Acquisition Costs Estimates for such Years;

(xiv) subject to the terms of Exhibit G-2, all (or, as applicable, only the applicable portion thereof that is necessary in order for Provider to provide the System Services contemplated by the applicable Development Plan and System Plan, as such portion is agreed by Provider and Customer at the time of the applicable System Acquisition) System Acquisition Costs Estimates contained in the then-current System Budget for the current and future Years; and

(xv) the percentage change, from the preceding Year, in the Consumer Price Index as published by the Department of Labor, in the subsection titled "Consumer Price Index for All Urban Consumers" (such index, the "**CPI**"). For purposes of any Recalculation Election and notwithstanding anything in the foregoing to the contrary, (A) no increase or decrease to any Fee resulting solely from a CPI adjustment shall exceed 3.0% for any given Year, and (B) no Fee shall ever be decreased as a result of any applicable CPI percentage change below the original amount of such Fee as set forth in Exhibit G-1 to the Original Agreement for Year 2014."

Section 3. *Amendments to Appendix II*. The definition of "CPI" set forth in Appendix II to the Agreement is hereby amended and restated in its entirety as follows:

““**CPI**” has the meaning given such term in Section 7.1(g)(xv).”

Section 4. *Amendments to Exhibit G-2*. Exhibit G-2 to the Agreement is hereby amended as follows:

(a) The first bullet under the "Redetermination Methodology" heading on Exhibit G-2 is hereby amended and restated in its entirety with the following:

“• The enumerated items in Section 7.1(g)(i) through (xv).”

(b) The fourth bullet under the "Redetermination Methodology" heading on Exhibit G-2 is hereby deleted in its entirety and the following two bullets are hereby inserted in its place:

“• Operating Expense Estimates based upon the latest updated System Plan for the applicable Year and subsequent Years. With respect to the impact of any operating expenses on any Recalculation Elections and the Fees resulting therefrom, for periods (a) prior to January 1, 2021, such prior Years' operating expenses will not be trued-up to actuals, and (b) from and after January 1, 2021, the operating expenses incurred from and after January 1, 2021 will be trued up to actuals as described in Section 7.1(g)(viii).”

● Maintenance Capital Estimates based upon the latest updated System Plan for the applicable Year and subsequent Years. With respect to the impact of any Maintenance Capital Expenditures on Recalculation Elections and the Fees resulting therefrom, for periods (a) prior to January 1, 2021, such prior Years' Maintenance Capital Expenditures will not be trued-up to actuals, and (b) from and after January 1, 2021, the Maintenance Capital Expenditures incurred from and after January 1, 2021 will be trued up to actuals as described in Section 7.1(g)(v)."

Section 5. *Ratification*. Except as specifically provided in this Amendment, all terms and provisions of the Agreement shall remain unchanged and in full force and effect, and the Agreement, as modified by this Amendment, is hereby ratified, acknowledged and reaffirmed by the Parties. Each reference in the Agreement to "this Agreement," "hereunder," "hereof," "herein" or any other word or words of similar import shall mean and be a reference to the Agreement as amended hereby.

Section 6. *Application of Certain Provisions*. The provisions of Sections 19.1, 19.2, 19.3, 19.4, 19.6, 19.7, 19.8, 19.9, 19.10, 19.11 and 19.13 of the Agreement shall apply *mutatis mutandis* to this Amendment.

[Signature page follows.]



IN WITNESS WHEREOF, the Parties have executed this Amendment as of the day and year first above written, but effective for all purposes as of the Amendment Effective Date.

**PROVIDER:**

**HESS BAKKEN PROCESSING LLC**

By: /s/ John Gatling

Name: John Gatling

Title: Vice President, Midstream

**CUSTOMER:**

**HESS TRADING CORPORATION**

By: /s/ Steven A. Villas

Name: Steven A. Villas

Title: President

*Signature Page to Amendment No. 1 to  
Second Amended and Restated Gas Processing and Fractionation Agreement*

**AMENDMENT NO. 1  
TO  
SECOND AMENDED AND RESTATED TERMINAL AND  
EXPORT SERVICES AGREEMENT**

This Amendment No. 1 to Second Amended and Restated Terminal and Export Services Agreement (this "Amendment") is effective as of January 1, 2021 (the "Amendment Effective Date"), and is by and between Hess Trading Corporation, a Delaware corporation ("Customer"), and Hess North Dakota Export Logistics LLC, a Delaware limited liability company ("Provider"). Customer and Provider are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, the Parties entered into that certain Second Amended and Restated Terminal and Export Services Agreement, dated effective as of January 1, 2014 (the "Agreement"), pursuant to which Provider agreed to provide to Customer certain processing and fractionation services with respect to hydrocarbons owned or controlled by Customer;

WHEREAS, the Parties desire to amend the Agreement to reflect certain agreements of the Parties as set forth herein; and

WHEREAS, Section 19.7 of the Agreement provides that the Agreement may not be amended, modified, varied or supplemented except by an instrument in writing signed by both Parties.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows.

**AGREEMENT**

Section 1. *Defined Terms*. Capitalized terms used in this Amendment and not otherwise defined herein will have the meanings given such terms in the Agreement.

Section 2. *Amendments to Section 7.1(f) of the Agreement*. Section 7.1(f) to the Agreement is hereby amended and restated in its entirety as follows:

“(f) At any time on or prior to January 15<sup>th</sup> of each Year, either Party may make an election to have the then-currently agreed Fees recalculated with respect to such Year (a "**Recalculation Election**"); provided, that, prior to the date such Recalculation Election is made, the Parties shall have agreed upon an Updated Development Plan for such Year or the Parties shall have been unable to agree upon an Updated Development Plan for such Year. Upon a Recalculation Election being made, the Fees will be recalculated based upon the then-currently agreed Development Plan. Such recalculation shall be based on the model attached hereto as Exhibit G-2, which takes into account:

(i) the aggregate volumes of Eligible Dedicated Crude Oil (including volumes of Crude Oil that Customer intends to dedicate pursuant to a new Dedicated Contract but for which Exhibit B-2 has not yet been amended pursuant to Section 4.1(a)(ii)) contained

in a Dedicated Crude Oil Estimate that have actually been delivered by Customer into the Receipt Points (with, for the avoidance of doubt, a single Barrel that passes through two Receipt Points only being counted once), in each case, prior to such Year during the Term; provided, however, that such aggregate volumes shall not, for purposes of the recalculation (A) exceed the applicable Eligible Dedicated Crude Oil Estimates for such Years as contained in the applicable Development Plans or (B) be deemed to be lower than the applicable MVC for such Years as contained in the applicable Development Plans;

(ii) with respect to Recalculation Elections related to the Fees for Year 2018 and thereafter, the aggregate volumes of Pass-Through Contract Crude Oil contained in a Dedicated Crude Oil Estimate (A) that have actually been delivered by Customer into the Receipt Points (with, for the avoidance of doubt, a single Barrel that passes through two Receipt Points only being counted once), prior to such Year during the Term and (B) for which the applicable Pass-Through Contract Fee was actually paid;

(iii) any Committed Build-Out Costs actually incurred by Provider prior to such Year during the Term, regardless whether or not such amounts are less than, equal to or greater than the applicable Committed Build-Out Estimates for such Years;

(iv) the Committed Build-Out Estimates contained in the then-current System Budget for the current and future Years;

(v) with respect to Maintenance Capital Expenditures to be included in the tariff model for periods prior to January 1, 2021, the Maintenance Capital Estimates for such Years of the Term as contained in the System Budgets applicable to such Years;

(vi) with respect to Maintenance Capital Expenditures incurred from and after January 1, 2021 only, any Maintenance Capital Expenditures actually incurred by Provider from and after such date during the Term, regardless whether or not such amounts are less than, equal to or greater than the applicable Maintenance Capital Estimates for such Years;

(vii) the Maintenance Capital Estimates contained in the then-current System Budget for the current and future Years;

(viii) with respect to operating expenses to be included in the tariff model for periods prior to January 1, 2021, the Operating Expense Estimates for such Years of the Term as contained in the System Budgets applicable to such Years;

(ix) with respect to operating expenses incurred from and after January 1, 2021 only, any operating expenses actually incurred by Provider from and after such date during the Term, regardless whether or not such amounts are less than, equal to or greater than the applicable Operating Expense Estimates for such Years;

(x) the Operating Expense Estimates contained in the then-current System Budget for the current and future Years;

(xi) the Historical Capital Expenditures;

(xii) the System Production Estimates;

(xiii) with respect to Recalculation Elections related to the Fees for Year 2018 and thereafter, the expected Pass-Through Contract Fee(s) for the current and future Years, which would apply to the Pass-Through Contract Crude Oil volumes in the System Production Estimates (provided, that for the avoidance of doubt, such expected Pass-Through Contract Fee(s) shall be an estimate only, based on the relevant information available at the time);

(xiv) the then-current Return on Capital;

(xv) from and after January 1, 2017 only, the NPV True-Up to be added in Year 2017;

(xvi) any Tank Car Acquisition Costs actually incurred by Provider or its Affiliates prior to such Year during the Term, regardless whether or not such amounts are less than, equal to or greater than the applicable Tank Car Acquisition Costs Estimates for such Years;

(xvii) the Tank Car Acquisition Costs Estimates contained in the then-current System Budget for the current and future Years; and

(xviii) the percentage change, from the preceding Year, in the Consumer Price Index as published by the Department of Labor, in the subsection titled "Consumer Price Index for All Urban Consumers" (such index, the "**CPI**"). For purposes of any Recalculation Election and notwithstanding anything in the foregoing to the contrary, (A) no increase or decrease to any Fee resulting solely from a CPI adjustment shall exceed 3.0% for any given Year, and (B) no Fee shall ever be decreased as a result of any applicable CPI percentage change below the original amount of such Fee set forth in Exhibit G-1 for Year 2017."

Section 3. *Amendments to Appendix II.* The definition of "CPI" set forth in Appendix II to the Agreement is hereby amended and restated in its entirety as follows:

"**"CPI"** has the meaning given such term in Section 7.1(f)(xviii)."

Section 4. *Amendments to Exhibit G-2.* Exhibit G-2 to the Agreement is hereby amended as follows:

(a) The first bullet under the "Redetermination Methodology" heading on Exhibit G-2 is hereby amended and restated in its entirety with the following:

• The enumerated items in Section 7.1(f)(i) through (xviii)."

(b) The fifth bullet under the "Redetermination Methodology" heading on Exhibit G-2 is hereby deleted in its entirety and the following two bullets are hereby inserted in its place:

“● Operating Expense Estimates based upon the latest updated Terminals System Plan for the applicable Year and subsequent Years. With respect to the impact of any operating expenses on any Recalculation Elections and the Fees resulting therefrom, for periods (a) prior to January 1, 2021, such prior Years’ operating expenses will not be trued-up to actuals, and (b) from and after January 1, 2021, the operating expenses incurred from and after January 1, 2021 will be trued up to actuals as described in Section 7.1(f)(ix).

● Maintenance Capital Estimates based upon the latest updated Terminals System Plan for the applicable Year and subsequent Years. With respect to the impact of any Maintenance Capital Expenditures on Recalculation Elections and the Fees resulting therefrom, for periods (a) prior to January 1, 2021, such prior Years’ Maintenance Capital Expenditures will not be trued-up to actuals, and (b) from and after January 1, 2021, the Maintenance Capital Expenditures incurred from and after January 1, 2021 will be trued up to actuals as described in Section 7.1(f)(vi).”

Section 5. *Ratification*. Except as specifically provided in this Amendment, all terms and provisions of the Agreement shall remain unchanged and in full force and effect, and the Agreement, as modified by this Amendment, is hereby ratified, acknowledged and reaffirmed by the Parties. Each reference in the Agreement to “this Agreement,” “hereunder,” “hereof,” “herein” or any other word or words of similar import shall mean and be a reference to the Agreement as amended hereby.

Section 6. *Application of Certain Provisions*. The provisions of Sections 19.1, 19.2, 19.3, 19.4, 19.6, 19.7, 19.8, 19.9, 19.10, 19.11 and 19.13 of the Agreement shall apply *mutatis mutandis* to this Amendment.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the day and year first above written, but effective for all purposes as of the Amendment Effective Date.

**PROVIDER:**

**HESS NORTH DAKOTA EXPORT  
LOGISTICS LLC**

By: /s/ John Gatling

Name: John Gatling

Title: Vice President, Midstream

**CUSTOMER:**

**HESS TRADING CORPORATION**

By: /s/ Steven A. Villas

Name: Steven A. Villas

Title: President

*Signature Page to Amendment No. 1 to  
Second Amended and Restated Terminal and Export Services Agreement*

**AMENDMENT NO. 1  
TO  
AMENDED AND RESTATED CRUDE OIL GATHERING AGREEMENT**

This Amendment No. 1 to Amended and Restated Crude Oil Gathering Agreement (this "Amendment") is effective as of January 1, 2021 (the "Amendment Effective Date"), and is by and between Hess Trading Corporation, a Delaware corporation ("Shipper"), and Hess North Dakota Pipelines LLC, a Delaware limited liability company ("Gatherer"). Shipper and Gatherer are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, the Parties entered into that certain Amended and Restated Crude Oil Gathering Agreement, dated effective as of January 1, 2014 (the "Agreement"), pursuant to which Gatherer agreed to provide to Shipper certain gathering services with respect to hydrocarbons owned or controlled by Shipper;

WHEREAS, the Parties desire to amend the Agreement to reflect certain agreements of the Parties as set forth herein; and

WHEREAS, Section 19.7 of the Agreement provides that the Agreement may not be amended, modified, varied or supplemented except by an instrument in writing signed by both Parties.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows.

**AGREEMENT**

Section 1. *Defined Terms*. Capitalized terms used in this Amendment and not otherwise defined herein will have the meanings given such terms in the Agreement.

Section 2. *Addition of Section 3.5 of the Agreement*. A new Section 3.5 is hereby added to the Agreement as follows:

"Section 3.5 Third Party Facilities. Except for situations of Force Majeure, or as may be required by necessary repairs, maintenance, anticipated curtailments, or outages on the Gathering System as a whole or any Subsystem or facilities downstream of the Gathering System or any Subsystem, or as otherwise agreed by the Parties, Gatherer shall not utilize or substitute any crude oil gathering facilities other than the Gathering System for performance of the System Services under this Agreement, and then only with notice to Shipper as soon as reasonably practical."

Section 3. *Amendments to Section 7.1(e) of the Agreement*. Section 7.1(e) to the Agreement is hereby amended and restated in its entirety as follows:

"(e) At any time on or prior to January 15<sup>th</sup> of each Year, either Party may make an election to have the then-currently agreed Fees recalculated with respect to such Year (a "**Recalculation Election**"); provided, that, prior to the date such Recalculation Election is

made, the Parties shall have agreed upon an Updated Development Plan for such Year or the Parties shall have been unable to agree upon an Updated Development Plan for such Year. Upon a Recalculation Election being made, the Fees will be recalculated based upon such then-currently agreed Development Plan. Any such recalculation shall be based on the model attached hereto as Exhibit G-2, which takes into account:

(i) the aggregate volumes of Dedicated Production (including volumes of Crude Oil that Shipper intends to dedicate pursuant to a new Dedication Contract but for which Exhibit B-2 has not yet been amended pursuant to Section 4.1(a)(ii)) contained in a Dedicated Production Estimate that have actually been delivered by Shipper into the Receipt Points, in each case, prior to such Year during the Term; provided, however, that such aggregate volumes shall not, for purposes of the recalculation (A) exceed the applicable Dedicated Production Estimates for such Years as contained in the applicable Development Plans or (B) be deemed to be lower than the applicable MVC for such Years as contained in the applicable Development Plans;

(ii) any Committed Build-Out Costs actually incurred by Gatherer prior to such Year during the Term, regardless whether or not such amounts are less than, equal to or greater than the applicable Committed Build-Out Estimates for such Years;

(iii) the Committed Build-Out Estimates contained in the then-current System Budget for the current and future Years;

(iv) with respect to Maintenance Capital Expenditures to be included in the tariff model for periods prior to January 1, 2021, the Maintenance Capital Estimates for such Years of the Term as contained in the System Budgets applicable to such Years;

(v) with respect to Maintenance Capital Expenditures incurred from and after January 1, 2021 only, any Maintenance Capital Expenditures actually incurred by Gatherer from and after such date during the Term, regardless whether or not such amounts are less than, equal to or greater than the applicable Maintenance Capital Estimates for such Years;

(vi) the Maintenance Capital Estimates contained in the then-current System Budget for the current and future Years;

(vii) with respect to operating expenses to be included in the tariff model for periods prior to January 1, 2021, the Operating Expense Estimates for such Years of the Term as contained in the System Budgets applicable to such Years;

(viii) with respect to operating expenses incurred from and after January 1, 2021 only, any operating expenses actually incurred by Gatherer from and after such date during the Term, regardless whether or not such amounts are less than, equal to or greater than the applicable Operating Expense Estimates for such Years;

(ix) the Operating Expense Estimates contained in the then-current System Budget for the current and future Years;

(x) the Historical Capital Expenditures;



- (xi) the Dedicated Production Estimates;
- (xii) the then-current Return on Capital; and

(xiii) the percentage change, from the preceding Year, in the Consumer Price Index as published by the Department of Labor, in the subsection titled “Consumer Price Index for All Urban Consumers” (such index, the “*CPI*”). For purposes of any Recalculation Election and notwithstanding anything in the foregoing to the contrary, (A) no increase or decrease to any Fee resulting solely from a CPI adjustment shall exceed 3.0% for any given Year, and (B) no Fee shall ever be decreased as a result of any applicable CPI percentage change below the original amount of such Fee set forth in Exhibit G-1 for Year 2014.”

Section 4. *Amendments to Appendix II.* The definition of “CPI” set forth in Appendix II to the Agreement is hereby amended and restated in its entirety as follows:

““*CPI*” has the meaning given such term in Section 7.1(e)(xiii).”

Section 5. *Amendments to Exhibit G-2.* Exhibit G-2 to the Agreement is hereby amended as follows:

(a) The first bullet under the “Redetermination Methodology” heading on Exhibit G-2 is hereby amended and restated in its entirety with the following:

“● The enumerated items in Section 7.1(e)(i) through (xiii).”

(b) The third bullet under the “Redetermination Methodology” heading on Exhibit G-2 is hereby deleted in its entirety and the following two bullets are hereby inserted in its place:

“● Operating Expense Estimates based upon the latest updated Gathering System Plan for the applicable Year and subsequent Years. With respect to the impact of any operating expenses on any Recalculation Elections and the Fees resulting therefrom, for periods (a) prior to January 1, 2021, such Years’ operating expenses will not be trued-up to actuals, and (b) from and after January 1, 2021, the operating expenses incurred from and after January 1, 2021 will be trued up to actuals as described in Section 7.1(e)(viii).”

● Maintenance Capital Estimates based upon the latest updated Gathering System Plan for the applicable Year and subsequent Years. With respect to the impact of any Maintenance Capital Expenditures on Recalculation Elections and the Fees resulting therefrom, for periods (a) prior to January 1, 2021, such prior Years’ Maintenance Capital Expenditures will not be trued-up to actuals, and (b) from and after January 1, 2021, the Maintenance Capital Expenditures incurred from and after January 1, 2021 will be trued up to actuals as described in Section 7.1(e)(v).”

Section 6. *Ratification.* Except as specifically provided in this Amendment, all terms and provisions of the Agreement shall remain unchanged and in full force and effect, and the Agreement, as modified by this Amendment, is hereby ratified, acknowledged and reaffirmed by the Parties. Each reference in the Agreement to “this Agreement,” “hereunder,” “hereof,” “herein” or any other word or words of similar import shall mean and be a reference to the Agreement as amended hereby.

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Section 7. *Application of Certain Provisions.* The provisions of Sections 19.1, 19.2, 19.3, 19.4, 19.6, 19.7, 19.8, 19.9, 19.10, 19.11 and 19.13 of the Agreement shall apply *mutatis mutandis* to this Amendment.

[*Signature page follows.*]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the day and year first above written, but effective for all purposes as of the Amendment Effective Date.

**GATHERER:**

**HESS NORTH DAKOTA PIPELINES LLC**

By: /s/ John Gatling

Name: John Gatling

Title: Vice President, Midstream

**SHIPPER:**

**HESS TRADING CORPORATION**

By: /s/ Steven A. Villas

Name: Steven A. Villas

Title: President

*Signature Page to Amendment No. 1 to Amended and Restated Crude Oil Gathering Agreement*

**AMENDMENT NO. 1  
TO  
SECOND AMENDED AND RESTATED GAS GATHERING AGREEMENT**

This Amendment No. 1 to Second Amended and Restated Gas Gathering Agreement (this "Amendment") is effective as of January 1, 2021 (the "Amendment Effective Date"), and is by and between Hess Trading Corporation, a Delaware corporation ("Shipper"), and Hess North Dakota Pipelines LLC, a Delaware limited liability company ("Gatherer"). Shipper and Gatherer are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, the Parties entered into that certain Second Amended and Restated Gas Gathering Agreement, dated effective as of January 1, 2014 (the "Agreement"), pursuant to which Gatherer agreed to provide to Shipper certain gathering services with respect to hydrocarbons owned or controlled by Shipper;

WHEREAS, the Parties desire to amend the Agreement to reflect certain agreements of the Parties as set forth herein; and

WHEREAS, Section 19.7 of the Agreement provides that the Agreement may not be amended, modified, varied or supplemented except by an instrument in writing signed by both Parties.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows.

**AGREEMENT**

Section 1. *Defined Terms*. Capitalized terms used in this Amendment and not otherwise defined herein will have the meanings given such terms in the Agreement.

Section 2. *Addition of Section 3.6 of the Agreement*. A new Section 3.6 is hereby added to the Agreement as follows:

"Section 3.6 Third Party Facilities. Except for situations of Force Majeure, or as may be required by necessary repairs, maintenance, anticipated curtailments, or outages on the Gathering System as a whole or any Subsystem or facilities downstream of the Gathering System or any Subsystem, or as otherwise agreed by the Parties, Gatherer shall not utilize or substitute any Gas gathering or compression facilities other than the Gathering System for performance of the System Services under this Agreement, and then only with notice to Shipper as soon as reasonably practical."

Section 3. *Amendments to Section 7.1(e) of the Agreement*. Section 7.1(e) to the Agreement is hereby amended and restated in its entirety as follows:

"(e) (x) at any time on or prior to January 15<sup>th</sup> of each Year, either Party may make an election to have the then-currently agreed Fees recalculated with respect to such Year (a "**Recalculation Election**"); provided, that, prior to the date such Recalculation Election is

made, the Parties shall have agreed upon an Updated Development Plan for such Year or the Parties shall have been unable to agree upon an Updated Development Plan for such Year, and (y) Shipper shall have the right, in accordance with Section 4.4(a)(i), to make a temporary Recalculation Election with respect to the remainder of the current Year. Upon a Recalculation Election being made pursuant to this Section 7.1(e), the Fees will be recalculated based upon such then-currently agreed Development Plan. Any such recalculation shall be based on the model attached hereto as Exhibit G-2, which takes into account:

(i) (A) the aggregate Tariff Volumes contained in a Dedicated Production Estimate that have actually been delivered by Shipper into the Receipt Points, in each case, prior to such Year during the Term applicable to the relevant Subsystem, and (B) with respect to Recalculation Elections related to the Fees for Year 2019 and thereafter, the aggregate Third Party Volumes contained in a Third Party Volume Estimate that have actually been delivered by Shipper into the Receipt Points, in each case, prior to such Year during the Term applicable to the relevant Subsystem; provided, however, that such Tariff Volumes and Third Party Volumes, in the aggregate, shall not, for purposes of the recalculation (1) exceed the applicable Dedicated Production Estimates for such Years as contained in the applicable Development Plans or (2) be deemed to be lower than the applicable MVC for such Years as contained in the applicable Development Plans;

(ii) any Committed Build-Out Costs actually incurred by Gatherer prior to such Year during the Term applicable to the relevant Subsystem, regardless whether or not such amounts are less than, equal to or greater than the applicable Committed Build-Out Estimates for such Years;

(iii) the Committed Build-Out Estimates contained in the then-current System Budget for the current and future Years;

(iv) with respect to Maintenance Capital Expenditures to be included in the tariff model for periods prior to January 1, 2021, the Maintenance Capital Estimates for such Years of the Term as contained in the System Budgets applicable to such Years;

(v) with respect to Maintenance Capital Expenditures incurred from and after January 1, 2021 only, any Maintenance Capital Expenditures actually incurred by Gatherer from and after such date during the Term applicable to the relevant Subsystem, regardless whether or not such amounts are less than, equal to or greater than the applicable Maintenance Capital Estimates for such Years;

(vi) the Maintenance Capital Estimates contained in the then-current System Budget for the current and future Years;

(vii) with respect to operating expenses to be included in the tariff model for periods prior to January 1, 2021, the Operating Expense Estimates for such Years of the Term as contained in the System Budgets applicable to such Years;

(viii) with respect to operating expenses incurred from and after January 1, 2021 only, any operating expenses actually incurred by Gatherer from and after such date during the Term applicable to the relevant Subsystem, regardless whether or not such amounts are less than, equal to or greater than the applicable Operating Expense Estimates for such Years;

(ix) the Operating Expense Estimates contained in the then-current System Budget for the current and future Years;

(x) the Historical Capital Expenditures;

(xi) the System Production Estimates;

(xii) the then-current Return on Capital;

(xiii) subject to the terms of Exhibit G-2, all (or, as applicable, only the applicable portion thereof that is necessary in order for Gatherer to provide the System Services contemplated by the applicable Development Plan and System Plan, as such portion is agreed by Gatherer and Shipper at the time of the applicable System Acquisition) System Acquisition Costs actually incurred by Gatherer or its Affiliates prior to such Year during the Term applicable to the relevant Subsystem, regardless whether or not such amounts are less than, equal to or greater than the applicable System Acquisition Costs Estimates for such Years;

(xiv) subject to the terms of Exhibit G-2, all (or, as applicable, only the applicable portion thereof that is necessary in order for Gatherer to provide the System Services contemplated by the applicable Development Plan and System Plan, as such portion is agreed by Gatherer and Shipper at the time of the applicable System Acquisition) System Acquisition Costs Estimates contained in the then-current System Budget for the current and future Years; and

(xv) the percentage change, from the preceding Year, in the Consumer Price Index as published by the Department of Labor, in the subsection titled "Consumer Price Index for All Urban Consumers" (such index, the "**CPI**"). For purposes of any Recalculation Election and notwithstanding anything in the foregoing to the contrary, (A) no increase or decrease to any Fee resulting solely from a CPI adjustment shall exceed 3.0% for any given Year, and (B) no Fee shall ever be decreased as a result of any applicable CPI percentage change below the original amount of such Fee as set forth in Exhibit G-1 to the Original Agreement for Year 2014."

Section 4. *Amendments to Appendix II*. The definition of "CPI" set forth in Appendix II to the Agreement is hereby amended and restated in its entirety as follows:

““**CPI**” has the meaning given such term in Section 7.1(e)(xv).”

Section 5. *Amendments to Exhibit G-2*. Exhibit G-2 to the Agreement is hereby amended as follows:

(a) The first bullet under the "Redetermination Methodology" heading on Exhibit G-2 is hereby amended and restated in its entirety with the following:

“• The enumerated items in Section 7.1(e)(i) through (xv).”

(b) The fourth bullet under the “Redetermination Methodology” heading on Exhibit G-2 is hereby deleted in its entirety and the following two bullets are hereby inserted in its place:

“● Operating Expense Estimates based upon the latest updated Gathering System Plan for the applicable Year and subsequent Years. With respect to the impact of any operating expenses on any Recalculation Elections and the Fees resulting therefrom, for periods (a) prior to January 1, 2021, such Years’ operating expenses will not be trued-up to actuals, and (b) from and after January 1, 2021, the operating expenses incurred from and after January 1, 2021 will be trued up to actuals as described in Section 7.1(e)(viii).”

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Section 7. *Application of Certain Provisions*. The provisions of Sections 19.1, 19.2, 19.3, 19.4, 19.6, 19.7, 19.8, 19.9, 19.10, 19.11 and 19.13 of the Agreement shall apply *mutatis mutandis* to this Amendment.

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IN WITNESS WHEREOF, the Parties have executed this Amendment as of the day and year first above written, but effective for all purposes as of the Amendment Effective Date.

**GATHERER:**

**HESS NORTH DAKOTA PIPELINES LLC**

By: /s/ John Gatling

Name: John Gatling

Title: Vice President, Midstream

**SHIPPER:**

**HESS TRADING CORPORATION**

By: /s/ Steven A. Villas

Name: Steven A. Villas

Title: President

*Signature Page to Amendment No. 1 to Second Amended and Restated Gas Gathering Agreement*