

HYPERION MIDSTREAM LLC TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS

The following terms and conditions ("**T&Cs**") apply to all Purchase Orders ("**P.O.**") issued by Hyperion Midstream LLC or its affiliates ("**Hyperion**") for the purchase of equipment, supplies, tools, parts, products or materials ("**Goods**") from the supplier identified in such P.O. ("**Seller**") (Hyperion and Seller sometimes each individually as "**Party**" or collectively as "**Parties**"). The term "**Services**" means any work associated with any Goods provided by Seller or its subcontractors pursuant to a P.O., for the inspection, delivery, installation, maintenance or warranty of the Goods. All references to "**subcontractors**" herein shall include all of Seller's contractors, subcontractors, suppliers and materialmen of any and all tiers. This Agreement shall become binding and legally enforceable on the earlier of the delivery of a signed P.O., commencement of performance, or shipment of all or any portion of the Goods by Seller.

1. **ENTIRE AGREEMENT.** The P.O. (including any written requisitions, instructions, or other documents from Hyperion), and any Change Order signed by the Parties, are incorporated herein and together with the T&Cs constitute the complete and exclusive understanding of the Parties (collectively, the "**Agreement**"). Any modifications or amendments to the Agreement must be in writing and executed by all Parties.

2. **PRICE AND PAYMENT.** Payment terms, unless otherwise stated in the P.O., will be net 30 days from the date Hyperion receives a correct and conforming invoice from Seller. Only state or local sales, use or similar taxes authorized by the P.O. will be paid, and such items must be itemized in each invoice. Seller's claims for monies due under this Agreement are subject to the rights of Hyperion to (i) withhold disputed amount(s), and/or (ii) make payment(s) directly to Seller's subcontractors and setoff against any sums due to Seller or require Seller to reimburse Hyperion for such payments. Hyperion may withhold payment to Seller without incurring any penalty or interest until Seller presents a release or other document acceptable to Hyperion from Seller and its subcontractors.

3. **CHANGE ORDERS.** This Agreement cannot be changed by Seller except by a written revision executed by both Parties ("**Change Order**"). Provided, however, Hyperion shall have the right to make changes at any time, by written direction to Seller, in drawings, specifications, designs, quantities, places and times of delivery, and/or methods of packing. If any change results in an increase or decrease in the price or cost of or time necessary for performance, an equitable adjustment of price, cost and/or delivery schedule shall be evidenced in a Change Order.

4. **WARRANTIES.** Seller warrants that the Goods shall conform to specifications, drawings, samples and other descriptions furnished or adopted by Hyperion, shall be new and unused (unless otherwise agreed in writing), free from defect in workmanship and material, merchantable and free and clear of all liens, encumbrances and intellectual property claims, and shall be subject to all warranties express or implied available at law whether under statute or otherwise, including but not limited to, all of Hyperion's remedies available under the Uniform Commercial Code. The Seller further warrants that the Goods will be fit for the particular purpose(s) for which the Goods are required and function properly in conjunction with other equipment made known to Seller.

In addition to Seller's warranties under this Section 4, Seller shall obtain, if applicable and to the maximum extent possible, assignable warranties from its manufacturer's, subcontractors, vendors, and suppliers that are no less favorable than the general product warranty and other warranties provided in this Agreement. All such warranties shall be assigned to Hyperion, and Seller shall take all actions and execute all documents or cause the same to be executed necessary to effectuate such assignment. If the foregoing warranty is breached, Seller, if necessary to enforce the warranty, shall take such action, including acceptance or return of the Goods and presenting the manufacturer, subcontractor, vendor or supplier with a demand that the warranty be honored.

5. **INSPECTION.** Hyperion reserves the right to inspect the Goods at the place of manufacture or other location, including that of Seller's subcontractor(s). Inspection or failure to inspect shall in no way relieve the Seller of its duty to comply with all conditions and all warranties under the Agreement, nor constitute a waiver of any defects or non-conformities of any Goods, nor deprive Hyperion of any remedy against the Seller pursuant to this Agreement, at law, equity or otherwise.

6. **PACKAGING.** Goods shall be prepared, secured and packed to ensure adequate protection to the place of delivery specified in the Agreement. Packaging shall comply with all applicable Laws, and hazardous material or equipment shall not be packed with that of a non-hazardous nature. Containers of hazardous material or equipment must be properly marked in

compliance with all Laws.

7. **RISK OF LOSS, DELIVERY AND RECEIPT.** Time is of the essence for the delivery of all Goods. Goods shall remain under Seller's ownership and risk of loss until delivered to Hyperion to the location, by the date and method specified in the P.O. The signature of Hyperion or its authorized representative shall be evidence of receipt only and shall not be construed as Hyperion's confirmation or acceptance that the Goods were received as warranted or in the condition specified in accordance with this Agreement. Seller shall promptly notify Hyperion of any actual or possible safety issues or defects with any of the Goods.

8. **REJECTION AND REVOCATION OF ACCEPTANCE.** If, in Hyperion's sole judgment, the Goods or the tender of delivery fail in any respect to conform to this Agreement, Hyperion may (i) reject the whole; (ii) accept the whole; or (iii) accept a portion of the Goods and reject the rest. Seller agrees that any notification of nonconformity from Hyperion, in whatever form, suffices to inform Seller of a claimed breach or nonconformity, and Seller will be responsible for any losses resulting from same. Hyperion may, at its election (i) place an order elsewhere for replacement Goods of the same or substantially equal quality and charge Seller with any loss or expense so incurred, or (ii) require Seller to promptly repair or replace all or part of the Goods to cure any defects or make them conform to the Agreement. Hyperion may revoke its acceptance of Goods. Seller shall, within thirty (30) days of Hyperion's return of any Goods, promptly refund Hyperion all monies that it previously paid for the returned Goods, including any transportation costs. Interest at the rate of 1-1/2% per month will be charged on any monies not refunded within thirty (30) days.

9. **CANCELLATION AND TERMINATION.** Hyperion may cancel all or part of the Goods listed on a P.O. at any time prior to Seller's shipment of such Goods. Hyperion's only obligation under this Agreement with respect to the cancelled Goods shall be to pay Seller for actual costs incurred by Seller as of the cancellation date if sufficient supporting documentation for same is provided to Hyperion. In no event, however, shall Hyperion's liability for such cancellation exceed the prices specified in the Agreement for the portion of the Goods cancelled.

Hyperion may terminate this Agreement, in whole or in part, at any time for convenience by giving written notice to Seller. Upon its receipt of such notice, Seller will immediately cease production and delivery of all Goods indicated in such notice and take all actions to mitigate any liabilities incurred as a result of the termination. Unless such termination is due to Seller's breach or failure of Seller to provide adequate assurance of performance, Hyperion will pay Seller, on a pro rata basis, for conforming Goods delivered as of the date of termination. The foregoing remedies are in addition to all remedies available under this Agreement, at law, equity or otherwise.

10. **INDEMNITY. SELLER WILL INDEMNIFY, RELEASE, DEFEND AND HOLD HARMLESS HYPERION, ITS PARENT, SUBSIDIARIES, AFFILIATES (INCLUDING BUT NOT LIMITED TO, OLYMPUS ENERGY LLC, LEVIATHAN ENERGY, LP, LEVIATHAN ENERGY GP, LLC, LEVIATHAN ENERGY, LLC, AND HNP HOLDCO II, LLC), CO-LESSEES, CO-OWNERS, PARTNERS, JOINT VENTURERS, AGENTS, INSURERS, OTHER CONTRACTORS, SUBCONTRACTORS OF EVERY TIER (EXCEPT SELLER AND ITS SUBCONTRACTORS), AND ALL DIRECTORS, OFFICERS, HOLDERS, MEMBERS, MANAGERS AND EMPLOYEES OF THE FOREGOING (THE "HYPERION GROUP"), FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, DAMAGES, COSTS (INCLUDING COURT COSTS, EXPERTS AND ATTORNEYS FEES), LIABILITIES, LOSSES, CHARGES, FINES, LIENS, ENCUMBRANCES, JUDGMENTS, INTEREST, PENALTIES, SETTLEMENTS, PROCEEDINGS AND LAWSUITS, OF ANY KIND OR CHARACTER ("CLAIMS"), ARISING OUT OF OR RELATED TO (i) THE GOODS OR SERVICES, OR ANY LIENS ON HYPERION'S ASSETS, (ii) THE PERFORMANCE OF OR FAILURE TO PERFORM THE SELLER'S OBLIGATIONS UNDER THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, THE DESIGN, MANUFACTURE, MARKETING, SALE, SHIPMENT, USE, CONSUMPTION, DESTRUCTION, INSPECTION, REPAIR, MAINTENANCE OR RETURN OF THE GOODS OR SERVICES COVERED BY THIS AGREEMENT), OR (iii) SELLER'S BREACH OF ANY PROVISION OF THIS AGREEMENT, WHETHER BY CONTRACT, TORT, AT EQUITY OR OTHERWISE AND WHETHER OR NOT SUCH CLAIMS ARE CAUSED OR CONTRIBUTED TO BY THE SOLE, JOINT, CONTRIBUTORY OR CONCURRENT NEGLIGENCE, OMISSION, STRICT LIABILITY OR FAULT OF HYPERION.** Further, Seller will indemnify, protect, defend and reimburse Hyperion for all costs, expenses, liabilities, or damages arising from the infringement or alleged infringement of letters patent, registered design, trade mark, copyright or other protected right with respect to the Goods furnished to Hyperion pursuant to this Agreement, or by

the mode of operation of the Goods so furnished. The indemnity obligations contained in this Agreement shall survive the termination thereof. Seller hereby expressly agrees to waive any provision of any workers' compensation act, disability or other employee benefits Laws, or any similar Laws granting Seller rights and immunities as an employer, and expressly agrees to indemnify, defend, and hold harmless the Hyperion Group against all Claims brought by the workers, servants, agents, or employees of Seller encompassed by this paragraph. In support of the indemnity obligations herein, Seller agrees to provide liability insurance coverage in amounts not less than those set out in Section 11 below. If the monetary limits of the insurance required in Section 11 or of the indemnity obligations assumed by Seller under this Section 10 exceed maximum limits permitted under applicable Law, said insurance requirements or indemnity obligations shall be automatically amended to conform to the maximum monetary limits permitted under such Law.

11. **INSURANCE.** Without affecting the indemnity obligations or liabilities of Seller or its insurer(s), at any and all times during the term and for purposes of this Agreement, Seller shall, at Seller's sole expense maintain, with an insurance company or companies authorized to do business in the state where the work or Services are to be performed, insurance coverages of the kind and in the minimum amounts as follows: (i) Workers' Compensation Insurance and Employers' Liability Insurance complying with applicable Laws with minimum limits of \$1,000,000 covering all Sellers' employees working under this Agreement; (ii) Commercial General Liability Insurance with minimum Bodily Injury limits of \$1,000,000 per person and \$1,000,000 for each accident and minimum Property Damage limits of \$1,000,000 for each accident and \$2,000,000 aggregate per policy, specifically including Seller's Contractual liability, and endorsed to provide coverage for Sudden and Accidental Pollution, Completed Operations, Product Liability, Independent Sellers, and Actions Over; (iii) Automobile Liability Insurance with minimum Bodily Injury limits of \$1,000,000 for each person and \$1,000,000 for each accident, and minimum Property Damage limits of \$1,000,000 for each accident; (iv) Physical Damage Insurance on Seller's property to the extent of its fair market value; (v) Excess/Umbrella Liability Insurance over that required in (i), (ii), and (iii), above, with minimum limits of \$5,000,000 and with coverage at least as broad as underlying, specifically including Seller's Contractual Liability where applicable, and (vi) Aviation Liability Insurance to cover aircraft, if any, owned, chartered, or hired by the Seller and used for or in connection with the performance of the P.O. with a minimum combined Bodily injury and Property Damage limit of not less than \$10,000,000 per accident or occurrence.

Seller shall obtain from its insurers a waiver of subrogation against Hyperion Group, in all of the Seller's insurance policies, including all insurance carried by Seller protecting against loss or damage to its property and equipment employed in the performance of this Agreement. All such insurance shall be carried in a company or companies acceptable to Hyperion and shall be maintained in full force and effect during the term of this Agreement, and shall not be cancelled, altered, or amended in a manner that will adversely affect the interest of Hyperion without thirty (30) days prior written notice having first been furnished Hyperion. Additionally, to the extent Seller assumes liability under the terms of this Agreement, and agrees to indemnify Hyperion, Hyperion Group shall be named an additional insured in all such insurance policies (with exception of Workers' Compensation coverage). Seller agrees to have its insurance carrier furnish Hyperion a certificate or certificates evidencing coverage in accordance with the above requirements. These requirements shall be conditions precedent to the payment of any sums that may be due Seller.

12. **LAWS AND POLICIES.** Seller will perform all of its obligations hereunder and properly deliver all of the Goods and Services to Hyperion and perform all obligations under this Agreement in accordance with all applicable federal, state and municipal laws, regulations, ordinances, orders and decrees, including but not limited to, environmental laws, health and safety laws, labor and employment laws, import and export laws, rules, treaties, regulations, and international agreements ("**Laws**"), as well as all policies, rules, guidelines and procedures that Hyperion provides Seller from time to time. Seller shall take all necessary precautions to protect the safety of Seller and Hyperion's interests and personnel and will maintain its own drug, firearm, environmental, health, safety and compliance policies and procedures including safe work practices in compliance with applicable Laws, and upon request, provide copies to Hyperion.

13. **INDEPENDENT CONTRACTOR.** Seller shall perform its obligations set forth in this Agreement as an independent contractor and not as an employee, agent or representative of Hyperion. Seller shall be responsible for the control of its subcontractors and employees, as to the means and methods

of accomplishing the end result ~~required~~ by this Agreement.

14. **ASSIGNMENT/BINDING EFFECT.** Seller may not assign or delegate the Agreement, or the rights and duties hereunder without the prior written consent of Hyperion, which may be denied, withheld or conditioned in Hyperion's sole discretion. No consent or assignment will release Seller nor increase or alter Hyperion's obligations. Any attempted assignment without Hyperion's consent will be null and void. This Agreement and the covenants, obligations, undertakings, rights and benefits set forth herein shall be binding on and inure to the benefit of the Parties and their respective permitted successors and assigns. There are no third-party beneficiaries to this Agreement other than members of the Hyperion Group.

15. **CONFIDENTIALITY.** Seller shall not disclose to any third party or use (except to the extent required by subcontractors to provide Goods or Services or as authorized in writing by Hyperion or as required by Law) (a) any design drawings, specifications, technical data or other information relating to the Goods or Services or to Hyperion's business received or acquired directly from Hyperion, or (b) the existence of the Agreement or any details or characteristics of the Services or the Goods by description, photograph, model, or other representation. All drawings supplied by Hyperion shall remain Hyperion's property and shall be returned to Hyperion if requested upon completion or termination of the Agreement. Seller shall require each subcontractor to agree in writing to comply with the same restrictions and obligations imposed upon Seller by this paragraph, and Seller shall be liable for the consequences of any breach of this condition.

16. **AUDIT.** Hyperion has the right to audit and inspect the records, accounts, data, documents of Seller and Seller's subcontractors relating to all Goods and Services or pertaining to the Agreement. Seller shall retain all accounts, data, documents and records relating to all Goods and Services or pertaining to the Agreement for at least three (3) years after the termination or expiration of this Agreement. Seller shall provide Hyperion reasonable access and assistance for such audits and inspections.

17. **DISPUTE RESOLUTION.** Any dispute arising out of or relating to this Agreement, including the breach, termination, validity, interpretation and performance thereof ("**Dispute**") shall be resolved in accordance with the procedures specified in this Section 17, which shall be the sole and exclusive procedure for the resolution of the Dispute. The Parties shall attempt in good faith to resolve any Dispute promptly by negotiation between executives who have authority to settle the controversy. If the Dispute has not been resolved by negotiation within ninety (90) days of initiation, either Party may initiate litigation upon ten (10) business days' written notice to the other Party.

18. **CHOICE OF LAW & JURISDICTION.** This Agreement shall be construed in accordance with and governed by the Laws of the Commonwealth of Pennsylvania, exclusive of its choice of law rules that would result in application of another jurisdiction's Laws. The Parties consent to the exclusive jurisdiction of, and venue in the courts of Allegheny County, Commonwealth of Pennsylvania, or the federal courts of the Western District of Pennsylvania.

19. **WAVIER.** Hyperion may only waive a breach of a provision contained herein in a writing specifically referencing such intent signed by Hyperion and no waiver shall constitute or be deemed to be a waiver of any other breach or provision hereof.

20. **ENFORCEABILITY.** If any part of the Agreement is declared invalid, void or unenforceable, the remainder of the Agreement shall not thereby be invalidated or voided, but the part(s) shall be deemed modified to the extent required to make it enforceable, or, if necessary, shall be deemed to be amended to delete the unenforceable part(s) and the remainder of the Agreement shall have the same force and effect as if the part(s) had never been included herein.