

SUMMARY PLAN DESCRIPTION
FOR
ALYESKA PIPELINE SERVICE COMPANY
RETIREE HEALTH ACCOUNT PLAN

Effective January 1, 2016

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I. INTRODUCTION

The Alyeska Pipeline Service Company Retiree Health Account Plan (hereafter referred to as the "RHA Plan") is intended to provide you with funds to pay premiums for medical coverage for you, you and your spouse, or your spouse after your death, that are incurred after your retirement under the Alyeska Pipeline Service Company Retiree Group Medical and Dental Plan for Operating Company Employees (the "Group Retiree Plan") if you are not yet eligible for Medicare, or under insurance coverage purchased through the Willis Towers Watson OneExchange or otherwise if you are eligible for Medicare.

This summary describes the RHA Plan's provisions as they apply on or after January 1, 2016.

Highlights of the RHA Plan	
Eligibility	You are eligible to participate in the RHA Plan if you are hired or rehired as an Alyeska employee after January 1, 2010. Special rules apply to certain rehires. [See Section II for more information]
How the Plan Works	If you are eligible to participate in the RHA Plan, each year you are employed with Alyeska you will earn contribution credits that will be allocated to your RHA Plan account. Upon retirement, the balance in your RHA Plan account can be used to pay premiums for medical coverage for you, you and your spouse, or your spouse after your death, that are incurred after your retirement. [See Section III for more information]
How Your Account Grows	Each year your RHA Plan account will be credited with an amount based on your age and service determined as of January 1 of that year. You must be employed on December 31 of the year to receive a contribution credit for that year. [See Section IV for more information]
Entitlement to Benefits	On and after January 1, 2017, you must retire from Alyeska after you reach age 60 with at least 15 years of service to receive any benefits from the RHA Plan. If your employment with Alyeska terminates before satisfying either the age or service requirement, you will not receive any benefits from the RHA Plan. Notwithstanding the foregoing, if you reached age 55 with at least 10 years of service prior to January 1, 2017, you will be eligible for benefits from the RHA Plan when you retire. [See Section V for more information]

II. WHO IS ELIGIBLE

If you are hired or rehired on or after January 1, 2010, you become a participant in the RHA Plan immediately upon your hire or rehire date if you meet the following requirements:

- You are determined to be an eligible employee by Alyeska; and
- You are not a leased employee.

If you are hired by Alyeska or a Participating Company as an independent contractor you are not eligible to participate in the RHA Plan even if a court or an administrative agency determines that you should have been treated as employed by Alyeska or the Participating Company.

You do not need to complete an enrollment form to become a RHA Plan participant. Once you are eligible, enrollment is automatic.

Special Rule for Certain Rehires

If you terminated from Alyeska after you satisfied the requirements to participate in the Group Retiree Plan and then return to employment with Alyeska after January 1, 2010, you must enroll in the active medical and or dental plan.

Retired employees who previously satisfied the requirements for benefits under the Group Retiree Plan are not eligible to participate in the RHA Plan upon rehire.

III. HOW THE RHA PLAN WORKS

Your RHA Plan account builds throughout your employment with Alyeska until you retire. An account will be created in your name when you become eligible and will be credited each year on December 31 with a specified amount based on your age and length of service as of the prior January 1 *but only if* you are employed on that December 31. In other words, you will only receive a Company Credit for a given year if you are employed on the last day of the year. (There are exceptions to the last day requirement because of your retirement or death that are discussed below in Section IV.) It is important to understand that your RHA Plan account will not be credited with interest. See Section IV for a discussion of Company Credits and an example of how your RHA Plan account will increase in value due to credits but not interest.

If you leave Alyeska after you reach age 60 with at least 15 Years of Service on and after January 1, 2017 or after you reached age 55 with at least 10 Years of Service prior to January 1, 2017, you may use the balance in your RHA Plan account to pay for premiums for medical coverage for you, you and your spouse, or your spouse after your death, that are incurred after your retirement. *See Section V – Payment of Benefits, for a further explanation.*

Unless you reached age 55 with at least 10 Years of Service prior to January 1, 2017, if you terminate before you reach age 60 or with less than 15 Years of Service, you will forfeit your rights to any benefits under the RHA Plan.

IV. HOW THE BALANCE IN YOUR RHA PLAN ACCOUNT GROWS

The only way your RHA Plan account increases is by receiving Company Credits during your employment. Your RHA Plan account *does not earn interest*.

Company Credits

You must be employed on December 31 to receive a Company Credit. As of December 31 of each year, your RHA Plan account will be credited with an amount based on the chart below.

Points = Age + Years of Service	Company Credit
Less than 50	\$3,500
50 to 59	\$4,500
60 to 69	\$5,500
70 or more	\$6,500

How your points are determined

Your total “Points” for purposes of determining your annual Company Credit is based on two factors:

- **Your age** — This is your attained age as of January 1 of each year.
- **Years of Service** — This is your Credited Eligibility Service as defined in section 2.16 of the Alyeska Pipeline Service Company Pension Plan for Operating Company Employees as of January 1 of the current year. If you left Alyeska prior to January 1, 2010 and then come back after January 1, 2010 and start participating in the RHA Plan, you will receive credit for your prior service for purposes of determining the amounts that will be credited to your RHA Plan account. Your prior service will also be used to determine your opening balance. There is an example below in “Opening RHA Plan Account Balance” that illustrates how an opening balance is determined if you are rehired by Alyeska with prior service.

Special exception to the last day rule in the year of your retirement or death

You must be employed on December 31 to receive a Company Credit except in a year in which either of the following occurs:

- You retire after reaching age 60 with at least 15 Years of Service
- You die while employed after reaching age 60 with at least 15 Years of Service

If either of the above two cases apply, your RHA Plan account will be credited with a Company Credit for that year even though you are not employed on December 31 of that year.

Notwithstanding the foregoing, you do not need to be employed on December 31 to receive a Company Credit in any year you retire or die if, prior to January 1, 2017, you reached age 55 with at least 10 Years of Service.

Even if you remain employed by Alyeska, you will not earn Company Credits for any year after the year in which you attain age 65. Thus, if you are employed by Alyeska on the December 31 of the year after the year in which you attain age 65 you will not receive a Company Credit for that year or any subsequent year.

Opening RHA Plan Account Balance

Your opening balance in your RHA Plan account if you are a new hire with no Years of Service at time you commence participation in the RHA Plan is zero. For example, if John is hired by Alyeska for the first time (i.e., he never worked for Alyeska in the past) on June 5, 2012, his opening balance is zero.

If you have Years of Service at the time your participation in the RHA Plan begins (i.e., because you are rehired by Alyeska) an opening balance will be determined for you. This is done by subtracting your Years of Service from your rehire date to determine an “adjusted date of hire.” Your adjusted date of hire is treated as the effective date of the RHA Plan for purposes of crediting amounts to your RHA Plan account. For example, Sarah is rehired on January 1, 2012. She previously worked for Alyeska for three years. Sarah’s adjusted hire date is January 1, 2009. Sarah will receive Company Credits for 2009, 2010 and 2011 in accordance with the schedule above in “Company Credits” based on her age and service in each of those years. The total amount of credits for 2009, 2010 and 2011 will equal her opening balance when she begins to participate in the RHA Plan on January 1, 2012.

Accumulation of the Balance Credited to your RHA Plan Account

In order to explain how the balance in your RHA Plan account grows, let’s look at an example.

Pat is hired on July 1, 2012 at 45 years old. Pat’s initial Company Credit earned as of December 31, 2012 is \$3,500 because Pat has 45 points ($45 + 0 = 45$) as of the beginning of the year. Pat retires on November 17, 2027. The following chart will show you how Pat’s Company Credits accumulate in her RHA Plan account until her retirement:

Year	Age	Service	Points	Company Credit
2012	45	+ 0 =	45	\$3,500
2013	46	+ 1 =	47	\$3,500
2014	47	+ 2 =	49	\$3,500
2015	48	+ 3 =	51	\$4,500
2016	49	+ 4 =	53	\$4,500
2017	50	+ 5 =	55	\$4,500
2018	51	+ 6 =	57	\$4,500
2019	52	+ 7 =	59	\$4,500
2020	53	+ 8 =	61	\$5,500
2021	54	+ 9 =	63	\$5,500
2022	55	+ 10 =	65	\$5,500
2023	56	+ 11 =	67	\$5,500
2024	57	+ 12 =	69	\$5,500
2025	58	+ 13 =	71	\$6,500
2026	59	+ 14 =	73	\$6,500
2027	60	+ 15 =	75	\$6,500

Total Credits			\$80,000
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Even though Pat terminated service with Alyeska on November 17, 2027, she received a Company Credit for that year because she terminated after both attaining age 60 and completing at least 15 Years of Service.

Therefore, the balance in Pat's RHA Plan account will be \$80,000 which she can use to pay for premiums for medical and/or dental coverage for her or her spouse. (Please refer to Section V for a discussion of the Payment of Plan Benefits.) Please keep in mind that no interest is credited to your RHA Plan account before or after retirement.

V. PAYMENT OF PLAN BENEFITS

You are eligible to receive benefits from the RHA Plan if you terminate employment (for reasons other than your gross misconduct) with Alyeska after you have BOTH attained age 60 and completed at least 15 Years of Service, except as otherwise provided under the RHA Plan. You must also elect coverage under the Group Retiree Plan if you are not yet eligible for Medicare. If you are eligible for Medicare, you must obtain an insurance policy (either medical or dental depending on your prior coverage under the Group Retiree Plan) through the Willis Towers Watson OneExchange within 60 days of Medicare eligibility. If you do not satisfy any of these conditions, you will not receive any benefits from the RHA Plan.

If you satisfy the requirements to receive benefits from the RHA Plan and you are not eligible for Medicare, your premiums for medical and/or dental coverage under the Group Retiree Plan will automatically be deducted from your RHA Plan account. For this purpose, the premium is defined as the expected monthly cost of medical coverage under the Group Retiree Plan as determined for the Plan Year for the level of coverage elected by you or your Spouse.

If you satisfy the requirements to receive benefits from the RHA Plan and you are eligible for Medicare, your premiums for coverage purchased through the Willis Towers Watson OneExchange or for other coverage will be reimbursed after you submit a written application to the Claims Administrator in accordance with the claims procedures.

Once the balance in your RHA Plan account is zero, you or your spouse will no longer receive any benefits from the RHA Plan.

Benefits Upon Death of Participant

If you die after you have both attained age 60 and completed at least 15 Years of Service, except as otherwise provided under the HRA Plan, your spouse may use your RHA Plan account to pay for premiums for medical coverage in accordance with the rules above until the balance in your RHA Plan account is zero or your spouse remarries or dies.

For purposes of the RHA Plan, your spouse is defined as the person to whom you are legally married in any jurisdiction.

Divorce

If you are eligible to access your RHA Plan account and you get divorced, your spouse may be able to continue coverage for a limited time under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) by paying the appropriate premium directly. COBRA premiums are never reimbursable under the RHA Plan.

Claims for Benefits and Appeals

Claims for benefits provided under the Plan and appeals of denied claims shall be processed in accordance with the claims procedures established under the Group Retiree Plan. A copy may be requested from the Plan Administrator.

VI. FORFEITURE OF RHA PLAN ACCOUNT

Your RHA Plan account has been established to pay for premiums for medical coverage for you, you and your spouse or for your spouse only after your death (see Section V – Payment of Plan Benefits). However, your RHA Plan account will be forfeited under any of the following circumstances:

- You terminate before reaching age 60 or with less than 15 Years of Service unless you reached age 55 with 10 Years of Service prior to January 1, 2017.
- You die without a spouse
- You die and your spouse remarries or dies
- You (and your spouse) are no longer covered by the Group Retiree Plan if not yet eligible for Medicare, or if eligible for Medicare, the end of the Plan Year in which required medical or dental coverage purchased through the Willis Towers Watson OneExchange has lapsed.

VII. PLAN INFORMATION

Name of Plan:

Alyeska Pipeline Service Company Retiree Health Account Plan

Restatement Effective Date:

January 1, 2016

Name, address, and telephone number of the Plan Sponsor:

Alyeska Pipeline Service Company
3700 Centerpoint Drive
Anchorage, Alaska 99503
907-787-7000

Plan Number:

518

Name, mailing address, and telephone number of the Plan Administrator:

The Plan Administrator has the exclusive right to interpret the Plan and to decide all matters arising under the Plan, including the right to make determinations of fact, and construe and interpret possible ambiguities, inconsistencies, or omissions in the Plan and the SPD issued in connection with the Plan. The Plan Administrator may delegate one or more of its responsibilities to one or more individuals or committees.

Alyeska Pipeline Service Company
Timothy Adamczak – Compensation/Benefits Manager
P.O. Box 196660 – MS536
Anchorage, Alaska 99519
907-787-8457

Agent for Service of Legal Process:

Alyeska Pipeline Service Company
Compensation and Benefits Manager – MS536
3700 Centerpoint Drive
Anchorage, Alaska 99503
907-787-8700

Sponsor's federal tax identification number:

92-0039154

Plan Year:

January 1 to December 31. The initial Plan Year is a short Plan Year from July 1, 2014 to December 31, 2014

Type of Plan:

Self-funded stand-alone retiree-only welfare benefit plan.

Third Party Administrator:

Pre-65 plan participants:
Premera Blue Cross Blue Shield of Alaska
2550 Denali St #1404
Anchorage, AK 99503
800-508-4722
<https://www.premera.com/>

Medicare Eligible (Post-65) plan participants:

Willis Towers Watson OneExchange
10975 South Sterling View Drive
Suite A-1
South Jordan, UT 849059
1-855-241-5725 <https://medicare.oneexchange.com/Alyeska>

Claims Submission Agent:

All reimbursement forms, and supporting documentation, must be provided to the Claims Submission Agent. Forms should not be mailed to the Third Party Administrator for the Medicare Eligible (Post 65) plan participants.

PayFlex Systems USA, Inc.
Willis Towers Watson OneExchange
P.O. Box 3039
Omaha, NE 68103-3039
Fax: (402) 231-4310

Funding:

The benefits provided under the Plan may be funded, in whole or in part, through and payable from a trust or fund established by the Company and, to the extent not funded through a trust or fund, shall be payable out of the Company's general assets.

VIII. ERISA RIGHTS

As a participant in the Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the plan's annual financial report.

The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Continue Group Health Plan Coverage

Continue health care coverage for yourself or your spouse if there is a loss of coverage under the plan as a result of a qualifying event. You or your spouse may have to pay for such coverage. Review this summary plan description and the documents governing the plan on the rules governing your COBRA continuation coverage rights.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a (pension, welfare) benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If it should happen that plan fiduciaries misuse

the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

ADDITIONAL INFORMATION

Official RHA Plan Text

This booklet, combined with the “General Information” booklet, constitutes a Summary Plan Description (SPD) which intends to fulfill the disclosure requirements of the Employee Retirement Income Security Act of 1974 (ERISA). Because this is a summary, not every RHA Plan provision has been covered and some have been simplified.

Full details are contained in the official RHA Plan document which is the legal text governing the operation of the RHA Plan. If there are any inconsistencies between these booklets and the official RHA Plan text, the official RHA Plan text will govern.

You may review copies of these texts during normal business hours. If you work outside the Anchorage area, or if you want the official RHA Plan text mailed to you, send a written request to: Alyeska Pipeline Service Company, Compensation and Benefits - MS536, P.O. Box 196660, Anchorage, Alaska 99519.

Modification, Amendment, Revocation or Termination of RHA Plan

Alyeska expects to continue the RHA Plan indefinitely but reserves the absolute and unconditional right to amend, modify, revoke or terminate the RHA Plan in whole or in part at any time with respect to some or all participants or employees. Any changes to the RHA Plan—to the extent allowed by law—may affect active and former Employees as well as their spouses.

Collective Bargaining Unit

Should you become represented by a collective bargaining unit, you will be eligible to participate in the RHA Plan only if your participation is specifically provided for in a labor contract negotiated with Alyeska.

Your Employment

Your eligibility or your rights to benefits under the RHA Plan should not be interpreted as any guarantee of employment between you and Alyeska.

For additional administrative information and more information about your rights under the RHA Plan, refer to the “General Information” booklet.