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October 6, 2015

Alyeska Pipeline Service Company Life and Dismemberment Insurance Plan Consolidation

Dear Plan Participant:

Alyeska Pipeline Services Company ("Alyeska") established a new ERISA plan by the name of the Alyeska Life and Dismemberment Plan, plan number 521 (the "Plan"), effective January 1, 2015. The Plan consists of the following coverages through the current carriers noted below.

- provided by MetLife:
 - Basic and Supplemental Group Variable Universal Life (GVUL) Insurance,
 - Voluntary Accidental Death and Dismemberment Insurance,
 - Critical Illness Insurance; and
 - Accident Coverage Plan
- provided by National Union Fire Insurance Company:
 - Occupational Death & Dismemberment, and Business Travel Accident Insurance.

The Plan is the successor of the ERISA plans numbered 504, 505 and 506, each of which were terminated effective December 31, 2014.

The attached document is the Plan document and, together with the materials identified in the Appendix, the Summary Plan Description (SPDs) for the Alyeska Life and Dismemberment Plan.

**The Alyeska Life and Dismemberment
Wrap Plan Document
and
Summary Plan Description
Effective January 1, 2015
(Plan Number 521)**

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INTRODUCTION

Alyeska Pipeline Services Company (“Alyeska”) hereby establishes the Alyeska Life and Dismemberment Plan (the “Plan”) to provide basic and supplemental life, voluntary accident and dismemberment, accident, critical illness, and blanket accident insurance coverage to its eligible employees, and their spouses and dependents. Benefits of the Plan are provided under an insurance contract entered into between the insurance companies listed in the Appendix (each an “Insurance Company” and together the “Insurance Companies”) and Alyeska. Benefits under the Plan are described in the certificate of insurance booklets, summary plan descriptions, and underlying insurance policies and contracts issued by the Insurance Companies, each of which is listed in the Appendix and incorporated herein by reference (“Insurance Booklets”). You must read the Insurance Booklets to understand your benefits.

PURPOSE OF THIS DOCUMENT

This document provides you with an overview of the Plan and addresses certain information that may not be included in the Insurance Booklets. This document, together with the Insurance Booklets, comprise the legal plan document and the Summary Plan Description (“SPD”) required by the Employee Retirement Income Security Act of 1974 (“ERISA”). This document is not intended to give you any substantive rights to benefits that are not already provided by the Insurance Booklets.

It is your responsibility to become familiar with this plan document and SPD and to ask questions if you do not understand how the requirements impact you.

GENERAL INFORMATION ABOUT THE PLAN

NAME OF PLAN: Alyeska Life and Dismemberment Plan

EFFECTIVE DATE: January 1, 2015

PLAN SPONSOR and EMPLOYER:

Name: Alyeska Pipeline Service Company

Address: 3700 Centerpoint Drive, P.O. Box 196660 MS 536, Anchorage, AK 99519-6660

Telephone Number: 907-787-8110

EMPLOYER IDENTIFICATION NUMBER: 92-0039154

PLAN NUMBER: 521 (formerly 504, 505, and 506)

TYPE OF PLAN: The Plan is an employee welfare benefit plan subject to ERISA.

FUNDING MEDIUM AND TYPE OF PLAN ADMINISTRATION: The Plan is fully insured. Benefits are provided under group insurance contracts entered into between Alyeska and the Insurance Companies. Claims for benefits are sent to the applicable Insurance Company.

The Insurance Companies (not Alyeska) are responsible for paying benefits. Note that the Insurance Companies and Alyeska share responsibility for administering the Plan.

Insurance premiums for employees and their families are paid in part by the Plan Sponsor out of its general assets, and in part by employee after-tax payroll deductions. Contact the Compensation & Benefits Coordinator if you need a copy of the schedule of premiums.

Employee after-tax payroll deductions will be used in their entirety prior to using Plan Sponsor contributions to pay for premiums under this plan. Any refund, rebate, dividend, experience adjustment, or other similar payment under the group insurance contract entered into between Alyeska and any Insurance Company will be allocated, consistent with the fiduciary obligations imposed by ERISA, to reimburse Alyeska for premiums that it has paid.

PLAN ADMINISTRATOR AND AGENT FOR LEGAL PROCESS:

Name: Alyeska Pipeline Service Company

Address: 3700 Centerpoint Drive, P.O. Box 196660 MS536, Anchorage, AK 99519-6660

Telephone Number: 907-787-8110

PLAN YEAR ENDS: December 31

IMPORTANT DISCLAIMER

Benefits hereunder are provided solely pursuant to insurance contracts between the Plan Sponsor and the Insurance Companies. If the terms of this summary document conflict with the terms of any insurance contract, then the terms of the insurance contract will control, unless superseded by applicable law.

ELIGIBILITY AND PARTICIPATION REQUIREMENTS

In general, to determine whether you and your spouse/domestic partner and/or dependents are eligible to participate in the Plan, please read the eligibility information contained in the attached Insurance Booklets.

REQUIREMENTS FOR EMPLOYEE ELIGIBILITY

The specific requirements for eligibility are included in the Insurance Booklets.

NEED FOR ENROLLMENT: TIME LIMITS

You must affirmatively enroll to receive benefits under this Plan. Eligible employees must complete an application form (available through the Compensation & Benefits Coordinator) to enroll themselves and/or their eligible spouses and dependents. New employees must generally enroll within certain time periods after being hired, as described in the attached Insurance Booklets. Thereafter, enrollment is generally limited to the annual open enrollment period that occurs before January 1 of each year.

WHEN PARTICIPATION BEGINS

For information about when coverage begins, please read the eligibility and participation information contained in the Insurance Booklets.

WHEN PARTICIPATION ENDS

Your coverage terminates on the last day of the month in which you terminate employment with Alyeska. Coverage also terminates if you fail to pay your share of the premium, if your hours drop below the required eligibility threshold, if you submit false claims, and for certain other reasons described in the Insurance Booklets. Coverage for your spouse and dependents ends (1) when your coverage ends, and (2) for other reasons specified in the attached Insurance Booklets (for example, divorce or a dependent's attaining age limit). Coverage also ends for employees, spouses, and dependents upon termination of the Plan.

The Plan may recover overpaid benefits and erroneously paid benefits through its rights to subrogation and reimbursement. These Plan rights are described in each of the Insurance Booklets.

CONTRIBUTIONS

The Employer pays for the cost of Basic GVUL Life Insurance coverage. For all other coverage you, as an active participant, contribute the cost of coverage for yourself and your spouse and dependents. More detailed information regarding the cost of specific coverage is available from the respective Insurance Company.

NO GUARANTEE OF EMPLOYMENT

The Plan is not an employment contract. Nothing contained in this plan document and SPD gives you the right to be retained in the service of the Employer or interferes with the right of the Employer to discharge you or to terminate your service at any time.

AVAILABLE BENEFITS

The Plan makes certain benefits available to eligible employees and their eligible spouses and dependents. These benefits are provided under group insurance contracts entered into between Alyeska and Insurance Companies. A summary of the benefits provided under the Plan is set forth in the Insurance Booklets. These Insurance Booklets describe the types of benefits, scope of coverage, prerequisites to being covered, and other details regarding the benefits. As noted above, you must read the booklet to understand your benefits.

AMENDMENT OR TERMINATION OF PLAN

The Plan Sponsor reserves the right to modify or terminate the Plan at any time for any reason. The Plan may be amended or terminated by the Plan Administrator or its designee this includes taking any actions necessary to amend or terminate the Plan and to sign insurance contracts with any Insurance Company, including amendments to those contracts. Note that the insurance contract, which is how benefits under the Plan are provided, is not necessarily the same as the Plan. Consequently, termination of the insurance contract does not necessarily terminate the Plan.

CIRCUMSTANCES THAT MAY AFFECT BENEFITS

PREEXISTING CONDITIONS AND OTHER EXCLUSIONS

Other circumstances that can result in the termination, reduction, loss or denial of benefits (including exclusions due to preexisting conditions and exclusions for certain medical procedures) are described in the Insurance Booklets. Please read them carefully.

ADMINISTRATIVE REQUIREMENTS AND TIMELINE

As described in the Insurance Booklets, there may be other reasons that a claim for benefits is not paid (or not paid in full). For example, claims must generally be submitted for payment within a certain period of time, and failure to submit within that time period may result in the claim being denied. Please read the Insurance Booklets carefully.

PLAN OPERATION

Because benefits are provided through insurance contracts, the Plan is administered by both Alyeska and the Insurance Companies.

PLAN ADMINISTRATION

Alyeska is the Plan Administrator. As the Plan Administrator, Alyeska is responsible for satisfying certain legal requirements under ERISA with respect to the Plan (for example, distributing SPDs and filing an annual report about the Plan with the government). The Compensation/Benefits Manager is the person who acts on behalf of the Plan Administrator. Alyeska has agreed to indemnify the Compensation/Benefits Manager for any liability that he

or she incurs as a result of acting on behalf of the Plan Administrator, unless such liability is due to his or her gross negligence or misconduct.

POWER AND AUTHORITY OF INSURANCE COMPANIES

The Plan is fully insured. Benefits are provided under group insurance contracts entered into between Alyeska and Insurance Companies. Claims for benefits are sent to each applicable Insurance Company. The Insurance Company, not Alyeska, is responsible for determining and paying claims.

Each Insurance Company is the Named Fiduciary for benefit claims and is responsible for—

- determining eligibility for a benefit and the amount of any benefits payable under the Plan; and
- providing the claims procedures to be followed and the claims forms to be used by eligible individuals pursuant to the Plan.

Each Insurance Company also has the authority to require eligible individuals to furnish it with such information as it determines is necessary for the proper administration of the Plan.

DETERMINING ELIGIBILITY TO PARTICIPATE

Alyeska is responsible for determining whether a particular individual is eligible to participate in the Plan.

YOUR QUESTIONS

If you have any general questions regarding the Plan (including, for example, whether you are eligible to participate in the Plan), please contact the Compensation & Benefits Coordinator.

If you have questions regarding eligibility for a benefit and/or the amount of any benefits payable under the Plan, please contact the applicable Insurance Company.

CLAIM ADMINISTRATION

BENEFIT CLAIMS

Each Insurance Company is responsible for evaluating all benefit claims under the Plan. The Insurance Company will decide your claim in accordance with its reasonable claims procedures, as required by ERISA and other applicable law. See the applicable Insurance Booklet issued by the Insurance Company for information about how to file a claim and for details regarding the Insurance Company's claims procedures.

APPEALING A DENIED CLAIM

If your claim is denied (that is, not paid in part or in full), you will be notified and you may appeal to the applicable Insurance Company for a review of the denied claim. The Insurance Company will decide your appeal in accordance with its reasonable claims procedures, as required by ERISA and other applicable law.

IMPORTANT APPEAL DEADLINES

If you do not appeal on time, you will lose your right to file suit in a state or federal court, as you will not have exhausted your internal administrative appeal rights (which generally is a condition for bringing suit in court). See the applicable Insurance Booklet for information about how to appeal a denied claim, and for details regarding the Insurance Company's appeals procedures.

STATEMENT OF ERISA RIGHTS:

As a participant in this 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:

- a. 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.
- b. 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.
- c. 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.

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 welfare benefit under the plan or exercising your rights under ERISA.

Enforce Your Rights:

If your Claim for a welfare 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 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. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in federal court. If it should happen the 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.

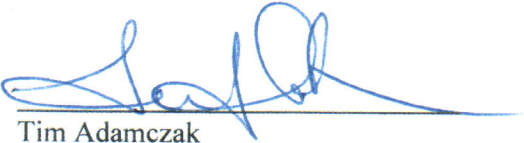
If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees if, for example, it finds your Claim is frivolous.

Assistance with Your Questions:

If you have any questions about the 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.

IN WITNESS WHEREOF and as conclusive evidence of the adoption of the foregoing instrument comprising the Alyeska Life and Dismemberment Wrap Plan Document and Summary Plan Description (Plan Number 521) (the "Plan"), Alyeska Pipeline Service Company has caused the Plan to be executed as of the Effective Date.

Alyeska Pipeline Service Company

By: 
Tim Adamczak
Compensation/Benefits Manager

APPENDIX OF DOCUMENTS INCORPORATED BY REFERENCE

INSURANCE COMPANIES AND INSURED BENEFITS UNDER THE PLAN

MetLife

- Basic and Supplemental Group Variable Universal Life Certificate of Insurance
- Voluntary Accidental Death and Dismemberment Certificate of Insurance
- Critical Illness Certificate of Insurance
- Accident Coverage Plan Certificate of Insurance

National Union Fire Insurance Company

- Occupational Death & Dismemberment, and Business Travel Accident Insurance Summary Plan Description

The following attachments are brief summaries of benefits provided under the Plan.

Program Summary for Group Variable Universal Life (GVUL) Insurance Alyeska Pipeline

Eligibility: Applicants must be actively at work at the time of application, employed at least 20 hours per week, benefits eligible, and United States citizens or Permanent Resident Aliens with a taxpayer identification number (social security number) working in United States locations. Interns are not eligible.

Basic GVUL Life Insurance Coverage (employer-paid¹)

- Minimum coverage: 1 times your annual salary.
- Coverage is available on a guaranteed issue basis.
- Maximum basic coverage: 1 times your annual salary up to \$250,000.

Supplemental GVUL Life Insurance Coverage (employee-paid)

- Minimum coverage: 1 times your annual salary.
- Supplemental coverage up to 5 times your annual salary to \$3,000,000 is available. Supplemental coverage is available up to 3 times your annual salary to \$400,000 on a guaranteed issue basis.
- Maximum supplemental coverage: 5 times your annual salary up to \$3,000,000 less your basic coverage amount.

Combined program maximum coverage (includes all basic and/or supplemental life insurance coverage) is \$3,000,000. In some instances, MetLife may require additional medical information to evaluate insurability. Required information will be collected at the convenience of the applicant and paid for by MetLife.

Spouse Coverage

- Your lawful spouse
- Minimum coverage: \$10,000.
- Spouse coverage of \$10,000 is available on a guaranteed issue basis.
- Maximum coverage: \$100,000, in \$10,000 increments.

Dependent Child Coverage

- \$10,000 – covers all eligible children.
- Dependent child(ren) coverage is available on a guaranteed issue basis.
- Age 15 days through 19 years (or age 22 if a full-time student in higher education beyond high school)
- A natural child, stepchild or legally adopted, unmarried and living in the household of the insured.

Tax-deferred Investment Opportunity

Within the MetLife GVUL insurance certificate there is a tax-deferred investment feature that allows you to contribute additional premium, above the cost of insurance, to various investment options. You may allocate the additional premium to variable portfolios, which are managed by Brighthouse Funds Trust I, Brighthouse Funds Trust II, Deutsche Variable Series I & II, Fidelity® Variable Series Products, MFS® Variable Insurance Trust, Putnam Variable Trust, T. Rowe Price Equity Series, Inc. and T. Rowe Price Fixed Income Series, Inc., and/or to an interest bearing account.²

To obtain the current interest crediting rate and premium expense charges, please contact MetLife at [(800) 846-0124 Monday through Friday, 8:00 a.m. to 5:00 p.m. (CT)].

Additional Program Information

- Enrollment deadline: 60 days from your date of hire.
- First of the month of, or coincident with date of hire.

(Over, please)

Please see enclosed instructions for more information on how to enroll

MetLife AdvantagesSM

The following features and services are available as part of MetLife AdvantagesSM with your GVUL Life Insurance Coverage:

Delivering The Promise[®] (DTP)⁴ is designed to help beneficiaries sort through the details and serious questions about claims and financial needs during a difficult time. MetLife has arranged for Massachusetts Mutual Life Insurance Company (MassMutual) financial professionals to be available for assistance in-person or by telephone to help with filing life insurance.

Face-to-Face Will Preparation⁵ offered through Hyatt Legal Plans provides access to a participating plan attorney for preparing or updating wills, living wills and powers of attorney for you and your spouse/domestic partner at no cost to you. This service can help you to set forth your decisions concerning who cares for your children, inherits your property, follows your wishes regarding extraordinary life-prolonging measures, and handles your affairs.

Like most group insurance policies, MetLife GVUL contains certain exclusions, limitations, and terms for keeping them in force. For additional information, please contact an Enrollment Specialist at (800) 846-0124 Monday through Friday, 8:00 a.m. to 5:00 p.m.(CT).

¹ This coverage is being provided through a taxable employer bonus. Taxes incurred will depend on your individual circumstances. Consult your tax adviser.

² Additional premium is subject to tax law limits. In general, if the funding of your certificate exceeds certain limits, it will become a "modified endowment contract" (MEC) and become subject to "earnings first" taxation on withdrawals and loans. An additional 10% penalty for withdrawals and loans taken before age 59^{1/2} will also generally apply. MetLife will notify you if a contribution would cause your certificate to become an MEC. Potential investment earnings accumulate on a tax-deferred basis.

³ Conditions, restrictions and state availability may apply. Please contact your GVUL Benefit Specialist for details.]

⁴ The financial professionals involved in the program Delivering the Promise were affiliated with MetLife until July 2016, when Massachusetts Mutual Life Insurance Company (MassMutual) acquired MSI Financial Services Inc. MetLife continues to administer this program, but has arranged with MassMutual for specially-trained financial professionals associated with MassMutual to offer financial education and provide personal guidance to employees and former employees of firms providing this program through MetLife.

⁵ Will Preparation Services are offered by Hyatt Legal Plans, Inc., a MetLife company, Cleveland, Ohio. In certain states, legal services benefits are provided through insurance coverage underwritten by Metropolitan Property and Casualty Insurance Company and Affiliates, Warwick, Rhode Island. In New York, the Will Preparation service is an expanded offering that includes office consultations and telephone advice for certain other legal matters beyond Will Preparation.

Any discussion of taxes is for general informational purposes only and does not purport to be complete or cover every situation. MetLife, its agents and representatives may not give tax advice and this document should not be construed as such. Please seek advice based on your particular circumstances from a qualified tax advisor.

Prospectuses for Group Variable Universal Life insurance can be obtained by calling (800) 756-0124. You should carefully consider the information in the prospectuses about the contract's features, risks, charges and expenses, and the investment objectives, risks and policies of the underlying portfolios, as well as other information about the underlying funding choices. Please read the prospectuses and consider this information carefully before investing. Product availability and features may vary by state. All product guarantees are subject to the financial strength and claims-paying ability of Metropolitan Life Insurance Company.

There is no guarantee that any of the variable options in this product will meet its stated goals or objectives. Cash value allocated to the variable investment options is subject to market fluctuations so that, when withdrawn or surrendered, it may be worth more or less than the amount of premiums paid.

Group Variable Universal Life insurance (GVUL) is issued by Metropolitan Life Insurance Company (MLIC), New York, NY 10166, and distributed by MetLife Investors Distribution Company (MLIDC) (member FINRA). MLIC and MLIDC are MetLife companies. Certificate Form # 30044 (5/01)