

**The Alyeska Life and Dismemberment
Wrap Plan Document
and
Summary Plan Description
Effective March 1, 2021
(Plan Number 521)**

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INTRODUCTION

Alyeska Pipeline Services Company (“Alyeska”) has amended and restated the Alyeska Life and Dismemberment Plan (the “Plan”), which provides 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, as well as basic life insurance for eligible retirees. Benefits of the Plan are provided under insurance contracts 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 and the “General Information” summary plan description, comprises 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: March 1, 2021

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 the life and dismemberment benefits available to eligible 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.

Employee after-tax payroll deductions will be used in their entirety prior to using Plan Sponsor contributions to pay for premiums under this plan. Contact the Compensation & Benefits Coordinator if you need a copy of the schedule of premiums.

Insurance premiums for the retiree basic life insurance benefit are paid by the Plan Sponsor out of its general assets.

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 FOR EACH OF THE INSURANCE COVERAGES:

March 1 to the last day in February:

- Basic Term Life Insurance
- Supplemental Life Insurance
- Voluntary Accidental Death and Dismemberment Insurance
- Critical Illness Insurance
- Accident Coverage Plan
- Basic Life Insurance for Retirees

January 1 to December 31:

- Occupational Death & Dismemberment and Business Travel Accident Insurance

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 OR RETIREE ELIGIBILITY

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

NEED FOR ENROLLMENT: TIME LIMITS

With respect to active employees, 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 yourself and/or your eligible spouse/domestic partner 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 of each year.

If you are eligible for the retiree life insurance benefit under this Plan, you will automatically be enrolled upon becoming an eligible retiree.

WHEN PARTICIPATION BEGINS

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

WHEN PARTICIPATION ENDS

With respect to active employees, 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 or 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 will also terminate if you submit false claims and for certain other reasons described in the Insurance Booklets. Coverage also ends for employees, retirees, 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 Term Life Insurance coverage for employees, as well as the cost of the Basic Life Insurance coverage for retirees. 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 individuals (employees, retirees, spouses or domestic partners, and dependents, as applicable). 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 listed in the Appendix. 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. All amendments to the Plan shall be in writing, and any oral statements or representations made by the Plan Sponsor, the Plan Administrator, or any other individual or entity that alter, modify, amend, or are inconsistent with the written terms of the Plan shall be invalid and unenforceable and may not be relied upon by the employee, retiree, or any other individual or entity.

The Plan may be amended or terminated by the Plan Sponsor or its authorized designee, which 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.

The Plan Administrator shall be vested with the full discretionary power and authority necessary to supervise and control the operation of the Plan, including but not limited to interpreting Plan terms and determining eligibility and coverage of individuals under the Plan. The Plan Administrator may delegate to other individuals or entities (who also may be Employees of the Plan Sponsor) specific fiduciary responsibilities of the Plan Administrator in administering this Plan.

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

BENEFICIARY DESIGNATIONS

In the event of the death of an employee or retiree, benefits will be paid to his or her designated beneficiary, or otherwise in accordance with the terms of the applicable Insurance Booklet(s).

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.

NON-ALIENATION OF BENEFITS

No benefit, right, or interest of any Participant or beneficiary under the Plan shall be subject to anticipation, alienation, sale, assignment, transfer, process, or be liable for, or subject to, the debts, liabilities, or other obligations of such person, and no such attempted or purported anticipation, etc., will be recognized by the Plan, except as otherwise required by law.

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.

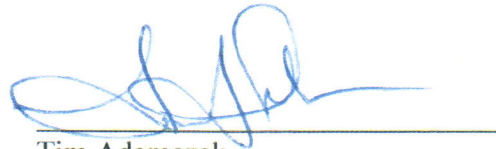
Assistance with Your Questions:

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 this amendment and restatement of 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 COVERAGES UNDER THE PLAN FOR ACTIVE EMPLOYEES

MetLife

- Basic Term Life
- Supplemental Term Life
- Voluntary Accidental Death and Dismemberment
- Critical Illness
- Accident Coverage Plan

National Union Fire Insurance Company

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

INSURANCE COVERAGES UNDER THE PLAN FOR RETIREES

MetLife

- Basic Life Insurance for Retirees

The following attachments are brief summaries of the insurance coverages provided under the Plan. Copies of the applicable certificates of insurance are separately provided by Alyeska.

ALYESKA PIPELINE SERVICE COMPANY

**Basic Life Insurance for
Retirees**

January 1, 2021

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TERM LIFE INSURANCE PLAN

Summary of Benefits

The Term Life Insurance Plan is designed to provide cash to your Beneficiary if you die, either accidentally or from natural causes.

The Plan has one component:

- Basic Term Life Insurance is completely paid for by Alyeska

Alyeska's Group Life Insurance Plan				
	What Is Covered	Amount	Who Pays the Premium	Dependent Coverage
Retiree Term Life Insurance	Death	\$ 25,000	Alyeska	None

Words with the first letter capitalized within a sentence that are not proper names signify they are defined in the Glossary of Terms section of the "General Information" booklet.

Term Life Insurance for Retirees

Overview

Basic Life Insurance pays a benefit to your designated Beneficiary when you die. You receive Term Life Insurance in the amount of \$25,000. The cost of this benefit is paid entirely by Alyeska.

Who Is Eligible?

Effective September 1, 1993, a Retiree will be eligible for a Term Life Insurance policy with a flat amount of \$25,000, regardless of the amount of coverage prior to retirement. For example, if you retire with a Base Pay of \$45,000, here is how your coverage would change:

Example of Continuing Life Insurance for a Retiree	
Pre-retirement Basic Life Insurance	Retiree Basic Life Insurance
\$45,000	\$25,000

For employees who retired prior to September 1, 1993, the amount of the Retiree's basic life insurance stayed in force for one year. Beginning at age 66, and for each following year, it will be reduced by 10% of the original coverage amount – but never to less than 40%.

“Retiree” means a former Employee who was hired or rehired by the Company prior to January 1, 2021 and:

- 1) Has terminated employment with the Company (other than by reason of such former Employee's gross misconduct); and
- 2) Prior to January 1, 2017, earned at least 10 years of Benefit Service and has reached age 55 or older; or
- 3) On and after January 1, 2017, has at the time of termination of employment at least 15 years of Benefit Service and has reached age 60 or older.

The Term Life Insurance Plan is frozen to new participants effective January 1, 2021. If you were hired or rehired (and not previously retired) on or after January 1, 2021, you are not eligible to participate in this Plan.

Claim Submission

To submit a claim under the Plan, complete the appropriate claim form and submit any required additional documentation directly to MetLife. Contact Alyeska Pipeline Human Resources (907-787-8110) for an insurance claimant form.

Initial Determination

After MetLife receives a claim for Benefits, MetLife will review it and notify the claimant of its decision to approve or deny the claim. The notification will be provided to the claimant within a reasonable period, not to exceed 90 days from the date MetLife received the claim, unless MetLife notifies the claimant within that period that there are special circumstances requiring an extension of time of up to 90 additional days.

If MetLife denies the claim in whole or in part, the notification will state the reason why the claim was denied and reference the specific plan provision(s) on which the denial is based. If the claim is denied because MetLife did not receive sufficient information, the notification will describe the additional information needed and explain why such information is needed. The notification will also include a description of the Plan review procedures and time limits, including a statement of the claimant's right to bring a civil action if the claim is denied after an appeal.

Appealing the Initial Determination

In the event the claim has been denied in whole or in part, if applicable, the beneficiary can request a review of the claim by MetLife. This request for review should be sent in writing to Group Insurance Claims Review at the address of the MetLife office that processed the claim within 60 days after the beneficiary received notice of denial of the claim. When requesting a review, please state the reason the beneficiary believe the claim was improperly denied and submit in writing any written comments, documents, records or other information the beneficiary deem appropriate. Upon written request, MetLife will provide free of charge with copies of relevant documents, records and other information.

MetLife will re-evaluate all the information, will conduct a full and fair review of the claim, and the beneficiary will be notified of the decision. The notification will be provided within a reasonable period not to exceed 60 days from the date MetLife receives the request for review, unless MetLife notifies within that period that there are special circumstances requiring an extension of time of up to 60 additional days.

If MetLife denies the claim on appeal, MetLife will send a final written decision that states the reason(s) why the claim appealed is being denied, references any specific Plan provision(s) on

which the denial is based, any voluntary appeal procedures offered by the Plan, and a statement of the claimant's right to bring a civil action if the claim is denied after an appeal. Upon written request, MetLife will provide the claimant free of charge with copies of documents, records and other information relevant to the claim.

ADDITIONAL INFORMATION

Official Plan Text

This booklet combined with the "General Information" booklet constitutes a Summary Plan Description (SPD). Because these are summaries, not every provision has been covered and some have been simplified. Full details are contained in the official Plan documents or insurance contracts, which are the legal texts governing the operation of the Plan. If there are any inconsistencies between these booklets and the official Plan texts, the official Plan texts govern.

If you want the official Plan texts mailed to you, send a written request to: Human Resources, Alyeska Pipeline Service Company, P.O. Box 196660, MS 536, Anchorage, Alaska 99519-6660.

Modification of Plan

Alyeska expects to continue the Group Term Life Insurance Plan indefinitely, but may at any time — at Alyeska's discretion — amend, modify, revoke or terminate the Plan. The Owner's Committee upon recommendation by Alyeska management has the authority to change or terminate the Plan by committee action. Any changes to the Plan — to the extent allowed by law — may affect active and former Employees, as well as beneficiaries and alternate payees.

Collective Bargaining Unit

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

This is a summary of the Group Term Life Insurance Plan and does not provide a complete restatement of all conditions, provisions, and limitations of the Plans. In the event of any conflict between this summary and the policy contracts, the policy contracts will apply.