
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

PRE-EFFECTIVE AMENDMENT NO. 1 TO
FORM S-3
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

ALLSTATE LIFE INSURANCE COMPANY

(Exact Name of Registrant)

ILLINOIS

(State or Other Jurisdiction of
Incorporation or Organization)

36-2554642

(I.R.S. Employer
Identification Number)

C/O ALLSTATE LIFE INSURANCE COMPANY
3075 SANDERS ROAD
NORTHBROOK, ILLINOIS 60062
(847) 402-5000

(Address, including zip code, and telephone number, including area code, of principal executive offices)

C T CORPORATION
208 South LaSalle Street
Suite 814
Chicago, IL 60604
(312) 345-4320

(Name, address, including zip code and telephone number, including area code, of agent for service)

COPIES TO:

JAN FISCHER-WADE, ESQ.
ALLSTATE LIFE INSURANCE COMPANY
2940 S. 84 th Street
Lincoln, NE 68506-4142

Approximate date of commencement of proposed sale to the public: As soon as practicable after the effective date of this registration statement.

EXPLANATORY NOTE

This Pre-Effective Amendment No. 1 to the Registration Statement on Form S-3, File No. 333-220837, includes facing pages and Part II, including exhibits. This Pre-Effective Amendment No. 1 incorporates by reference the supplements and prospectuses contained in the Form S-3 filed on October 5, 2017.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box:

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box:

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box.

Indicate by checkmark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" or "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer

Non-accelerated filer (Do not check if a smaller reporting company) Smaller reporting company

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act.

CALCULATION OF REGISTRATION FEE

Title of securities to be registered	Amount to be registered	Proposed maximum offering price per unit(1)	Proposed maximum aggregate offering price	Amount of registration fee
Market Value Adjusted Annuity Contracts	\$2,007,206	\$1.00	\$0	\$0

(1) Interests in the market value adjustment account are sold on a dollar basis, not on the basis of a price per share or unit.

This filing is being made under the Securities Act of 1933 to register \$2,007,206 of interests in market value adjusted annuity contracts. The interests being registered herein are carried over, as unsold securities, from an existing Form S-3 registration statement of the same issuer (333-199262) filed on October 10, 2014. Because a filing fee of \$259 previously was paid with respect to those securities, there is no filing fee under this registration statement. In accordance with Rule 415 (a)(6), the offering of securities on the earlier registration statement will be deemed terminated as of the effective date of this registration statement.

This Registration Statement contains a combined prospectus under Rule 429 under the Securities Act of 1933 which relates to the Form S-3 registration statement (File No. 333-199262), initially filed October 10, 2014, by Allstate Life Insurance Company. Upon effectiveness, this Registration Statement, which is a new Registration Statement, will also act as a post-effective amendment to such earlier Registration Statement.

Allstate Life Insurance Company incorporates by reference its annual report for the year ending 12/31/16 on Form 10-K filed pursuant to Section 13(a) or Section 15(d) of Exchange Act and all documents subsequently filed by Allstate Life Insurance Company pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act.

Risk Factors are discussed in the sections of the prospectus included in Part 1 of this Form concerning the Market Value Adjustment option.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of each prospectus included in this registration statement. Any representation to the contrary is a criminal offense.

The principal underwriter for these securities, Allstate Distributors, L.L.C. is not required to sell any specific number or dollar amount of securities, but will use its best efforts to sell the securities offered. The offering under this registration statement will conclude three years from the effective date of this registration statement, unless terminated earlier by the Registrant. See each prospectus included in Part 1 hereof for the date of the prospectus.

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the registration statement shall become effective on such date as the Commission may determine.

PART II

INFORMATION NOT REQUIRED IN THE PROSPECTUS

ITEM 14. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION

Registrant anticipates that it will incur the following approximate expenses in connection with the issuance and distribution of the securities to be registered:

Registration fees	\$0
Cost of printing and engraving	\$59*
Legal fees	\$0
Accounting fees	\$6,600
Mailing fees	\$378*

*Allstate Life Insurance Company estimated that the printing and mailing costs will be subsumed in the printing and mailing costs for the companion variable annuities.

ITEM 15. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

The By-laws of Allstate Life Insurance Company (“Registrant”) provide that Registrant will indemnify all of its directors, former directors, officers and former officers, to the fullest extent permitted under law, who were or are a party or are threatened to be made a party to any proceeding by reason of the fact that such persons were or are directors or officers of Registrant, against liabilities, expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by them. The indemnity shall not be deemed exclusive of any other rights to which directors or officers may be entitled by law or under any articles of incorporation, bylaw, agreement, vote of stockholders or disinterested directors or otherwise. In addition, the indemnity shall inure to the benefit of the legal representatives of directors and officers or of their estates, whether such representatives are court appointed or otherwise designated, and to the benefit of the heirs of such directors and officers. The indemnity shall extend to and include claims for such payments arising out of any proceeding commenced or based on actions of such directors and officers taken prior to the effectiveness of this indemnity; provided that payment of such claims had not been agreed to or denied by Registrant before such date. The directors and officers of Registrant have been provided liability insurance for certain losses arising from claims or charges made against them while acting in their capacities as directors or officers of Registrant.

Disclosure of Commission Position on Indemnification for Securities Act Liabilities

Allstate Corporation has secured a financial institutions bond in the amount of \$5,000,000, subject to a \$25,000,000 deductible. Allstate also maintains directors’ and officers’ liability insurance coverage with limits of \$200 million under which ALIC, as well as certain other subsidiaries of Allstate, are covered. A provision in ALIC’s by-laws provides for the indemnification of individuals serving as directors or officers. Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers or persons controlling ALIC pursuant to the foregoing provisions, ALIC has been informed that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is therefore unenforceable.

ITEM 16. EXHIBITS.

(1)(a) Form of Underwriting Agreement. Filed herewith.

(1)(b) Assignment & Delegation of Administrative Services Agreements, Underwriting Agreements, and Selling Agreements between ALFS, Inc. and Allstate Life Insurance Company, Allstate Life Insurance Company of New York, Charter National Life Insurance Company, Intramerica Life Insurance Company, Allstate Distributors, LLC, Allstate Financial Services, LLC & Lincoln Benefit Life Company. Filed herewith.

(4)(a) Form of Flexible Premium Deferred Variable Annuity Contract and Application (Provider-Ultra) filed herewith.

(4)(b) Form of Flexible Premium Deferred Variable Annuity Contract and Application (Provider-Extra) filed herewith.

(4)(c) Form of Flexible Premium Deferred Variable Annuity Contract and Application (Provider-Advantage) filed herewith.

(4)(d) Form of Flexible Premium Deferred Variable Annuity Contract and Application (AIM Lifetime Series) filed herewith.

(4)(e) Form of Contract Endorsement (reflecting Allstate as issuer) filed herewith.

(5) Opinion and Consent of General Counsel re: Legality of securities being registered. Filed herewith.

(15) Letter re: unaudited interim financial information from Independent Registered Public Accounting Firm. Filed herewith.

(23) Consent of Independent Registered Public Accounting Firm. Filed herewith.

(24) Powers of Attorney for Brian R. Bohaty, John E. Dugenske, Angela K. Fontana, Mary Jane Fortin, Mario Imbarrato, Katherine A. Mabe, Harry R. Miller, Julie Parsons, Samuel H. Pilch, P. John Rugel, Steven E. Shebik, Brian Stricker, Thomas J. Wilson, and Matthew E. Winter. Filed herewith.

(99)(a) Merger Agreement and Articles of Merger Between Glenbrook Life and Annuity Company and Allstate Life Insurance Company. Filed herewith.

(99)(b) Experts. Filed herewith.

ITEM 17. UNDERTAKINGS

The undersigned registrant hereby undertakes:

(1) That, for the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment to this registration statement shall be deemed to be a new registration statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(2) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(3) That each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness.

(4) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities:

The undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

(5) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(6) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Pre-Effective Amendment No. 1 to the registration statement to be signed on its behalf by the undersigned, thereunto duly authorized in the Township of Northfield, State of Illinois on the 3rd day of November, 2017.

ALLSTATE LIFE INSURANCE COMPANY

(REGISTRANT)

By: /s/ Angela K. Fontana

Angela K. Fontana
Director, Vice President,
General Counsel and Secretary

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities indicated and on the 3rd day of November, 2017.

*/JOHN E. DUGENSKA

John E. Dugenske

Director, Executive Vice President and
Chief Investment* Officer

/s/ANGELA K. FONTANA

Angela K. Fontana

Director, Vice President, General Counsel
and Secretary

*/MARY JANE FORTIN

Mary Jane Fortin

Director and President

*/MARIO IMBARRATO

Mario Imbarrato

Director, Vice President and Chief Financial Officer
(Principal Financial Officer)

*/KATHERINE A. MABE

Katherine A. Mabe

Director

*/HARRY R. MILLER

Harry R. Miller

Director, Senior Vice President and
Chief Risk Officer

*/SAMUEL H. PILCH

Samuel H. Pilch

Director, Senior Group Vice President and Controller
(Principal Accounting Officer)

*/P. JOHN RUGEL

P. John Rugel

Director and Senior Vice President

*/STEVEN E. SHEBIK

Steven E. Shebik

Director

*/BRIAN STRICKER

Brian Stricker

Director and Senior Vice President

*/BRIAN R. BOHATY

Brian R. Bohaty

Director

*/JULIE PARSONS

Julie Parsons

Director

*/THOMAS J. WILSON

Thomas J. Wilson

Director and Chairman of the Board

*/MATTHEW E. WINTER

Matthew E. Winter

Director and Chief Executive Officer
(Principal Executive Officer)

*By: Angela K. Fontana, pursuant to Power of Attorney, filed herewith.

EXHIBIT LIST

The following exhibits are filed herewith:

Exhibit No.	Description
(1)(a)	Form of Underwriting Agreement
(1)(b)	Assignment & Delegation of Administrative Services Agreements, Underwriting Agreements, and Selling Agreements
(4)(a)	Form of Flexible Premium Deferred Variable Annuity Contract and Application (Provider-Ultra)
(4)(b)	Form of Flexible Premium Deferred Variable Annuity Contract and Application (Provider-Extra)
(4)(c)	Form of Flexible Premium Deferred Variable Annuity Contract and Application (Provider-Advantage)
(4)(d)	Form of Flexible Premium Deferred Variable Annuity Contract and Application (AIM Lifetime Series)
(4)(e)	Form of Contract Endorsement
(5)	Opinion and Consent of General Counsel re: Legality of securities being registered
(15)	Letter Re; Unaudited Interim Financial Information from Independent Registered Public Accounting Firm
(23)	Consent of Independent Registered Public Accounting Firm
(24)	Powers of Attorney for Brian R. Bohaty, John E. Dugenske, Angela K. Fontana, Mary Jane Fortin, Mario Imbarrato, Katherine A. Mabe, Harry R. Miller, Julie Parsons, Samuel H. Pilch, P. John Rugel, Steven E. Shebik, Brian Stricker, Thomas J. Wilson, and Matthew E. Winter.
(99)(a)	Merger Agreement and Articles
(99)(b)	Experts

UNDERWRITING AGREEMENT

THIS AGREEMENT, is entered into on this 1st day of December, 1995, by and among GLENBROOK LIFE AND ANNUITY COMPANY, ("Glenbrook Life" or "Company") a life insurance company organized under the laws of the State of Illinois, on its own and on behalf of the GLENBROOK LIFE AND ANNUITY COMPANY SEPARATE ACCOUNT A, Separate Account") a separate account established pursuant to the insurance laws of the State of Illinois, and ALLSTATE LIFE FINANCIAL SERVICES, INC., ("Principal Underwriter"), a corporation organized under the laws of the state of Delaware.

RECITALS

WHEREAS, Company proposes to issue to the public certain variable annuity contracts identified in the Attachment A ("Contracts"); and

WHEREAS, Company, by resolution adopted on September 6, 1995, established the Separate Account for the purpose of issuing the Contracts; and

WHEREAS, the Separate Account is registered with the Securities and Exchange Commission ("Commission") as a unit investment trust under the Investment Company Act of 1940 (File Nos. 33-62203, 811-7351); and

WHEREAS, the Contracts to be issued by Company are registered with the Commission under the Securities Act of 1933 and the Investment Company Act of 1940. (File Nos: 33-62193, and 33-62203, 811-7351) for offer and sale to the public and otherwise are in compliance with all applicable laws; and

WHEREAS, Principal Underwriter, a broker-dealer registered under the Securities Exchange Act of 1934 and a member of the National Association of Securities Dealers, Inc. ("NASD"), proposes to act as principal underwriter on an agency (best efforts) basis in the marketing and distribution of said Contracts; and

WHEREAS, Company desires to obtain the services of Principal Underwriter as an underwriter and distributor of said Contracts issued by Company through the Separate Account;

NOW THEREFORE, in consideration of the foregoing, and of the mutual covenants and conditions set forth herein, and for other good and valuable consideration, the Company, the Separate Account, and the Principal Underwriter hereby agree as follows:

1. AUTHORITY AND DUTIES

(a) Principal Underwriter will serve as an underwriter and distributor on an agency basis for the Contracts which will be issued by the Company through the Separate Account.

(b) Principal Underwriter will use its best efforts to provide information and marketing assistance to licensed insurance agents and broker-dealers on a continuing basis. However, Principal Underwriter shall be responsible for compliance with the requirements of state broker-dealer regulations and the Securities Exchange Act of 1934 as each applies to Principal Underwriter in connection with its duties as distributor of said Contracts. Moreover, Principal Underwriter shall conduct its affairs in accordance with the rules of Fair Practice of the NASD.

(c) Subject to agreement with the Company, Principal Underwriter may enter into selling agreements with broker-dealers which are registered under the Securities Exchange Act of 1934 and/or authorized by applicable law or exemptions to sell variable annuity contracts issued by Company through the Separate Account. Any such contractual arrangement is expressly made subject to this Agreement, and Principal Underwriter will at all times be responsible to Company for supervision of compliance with the federal securities laws regarding distribution of Contracts.

2. WARRANTIES

(a) The Company represents and warrants to Principal Underwriter that:

(i) Registration Statements (on Form N-4 and S-1) for each of the Contracts identified in Attachment A have been filed with the Commission in the form previously delivered to Principal Underwriter and that copies of any and all amendments thereto will be forwarded to Principal Underwriter at the time that they are filed with Commission;

(ii) The Registration Statements and any further amendments or supplements thereto will, when they become effective, conform in all material respects to the requirements of the Securities Act of 1933 and the Investment Company Act of 1940, and the rules and regulations of the Commission under such Acts, and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; provided, however, that this representation and warranty shall not apply to any statement or omission made in reliance upon and in conformity with information furnished in writing to Company by Principal Underwriter expressly for use therein;

(iii) The Company is validly existing as a stock life insurance company in good standing under the laws of the State of Illinois, with power to own its properties and conduct its business as described in the Prospectus, and has been duly qualified for the transaction of business and is in good standing under the laws of each other jurisdiction in which it owns or leases properties, or conducts any business;

(iv) The Contracts to be issued by the Company and through the Separate Account and offered for sale by Principal Underwriter on behalf of the Company hereunder have been duly and validly authorized and, when issued and delivered with payment therefore as provided herein, will be duly and validly issued and will conform to the description of such Contracts contained in the Prospectuses relating thereto;

(v) Those persons who offer and sell the Contracts are to be appropriately licensed or appointed to comply with the state insurance laws;

(vi) The performance of this Agreement and the consummation of the transactions contemplated by this Agreement will not result in a violation of any of the provisions of or default under any statute, indenture, mortgage, deed of trust, note agreement or other agreement or instrument to which Company is a party or by which Company is bound (including Company's Charter or By-laws as a stock life insurance company, or any order, rule or regulation of any court or governmental agency or body having jurisdiction over Company or any of its properties);

(vii) There is no consent, approval, authorization or order of any court or governmental agency or body required for the consummation by Company of the transactions contemplated by this Agreement, except such as may be required under the Securities Exchange Act of 1934 or state insurance or securities laws in connection with the distribution of the Contracts; and

(viii) There are no material legal or governmental proceedings pending to which Company or the Separate Account is a party or of which any property of Company or the Separate Account is the subject (other than as set forth in the Prospectus relating to the Contracts, or litigation incidental to the kind of business conducted by the Company) which, if determined adversely to Company, would individually or in the aggregate have a material adverse effect on the financial position, surplus or operations of Company.

(b) Principal Underwriter represents and warrants to Company that:

(i) It is a broker-dealer duly registered with the Commission pursuant to the Securities Exchange Act of 1934, is a member in good standing of the NASD, and is in compliance with the securities laws in those states in which it conducts business as a broker-dealer;

(ii) As a principal underwriter, it shall permit the offer and sale of Contracts to the public only by and through persons who are appropriately licensed under the securities laws and who are appointed in writing by the Company to be authorized insurance agents unless such persons are exempt from licensing and appointment requirements;

(iii) The performance of this Agreement and the consummation of the transactions herein contemplated will not result in a breach or violation of any of the terms or provisions of or constitute a default under any statute, indenture, mortgage, deed of trust, note agreement or other agreement or instrument to which Principal Underwriter is a party or by which Principal Underwriter is bound (including the Certificate of Incorporation or By-laws of Principal Underwriter or any order, rule or regulation of any court or governmental agency or body having jurisdiction over either Principal Underwriter or its property); and

(iv) To the extent that any statements made in the Registration Statements, or any amendments or supplements thereto, are made in reliance upon and in conformity with written information furnished to Company by Principal Underwriter expressly for use therein, such statements will, when they become effective or are filed with the Commission, as the case may be, conform in all material respects to the requirements of the Securities Act of 1933 and the rules and regulations of the Commission thereunder, and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading.

3. BOOKS AND RECORDS

(a) Principal Underwriter shall keep, in a manner and form approved by Company and in accordance with Rules 17a-3 and 17a-4 under the Securities Exchange Act of 1934, correct records and books of account as required to be maintained by a registered broker-dealer, acting as principal underwriter, of all transactions entered into on behalf of Company with respect to its activities under this Agreement. Principal Underwriter shall make such records and books of account available for inspection by the Commission, and Company shall have the right to inspect, make copies of or take possession of such records and books of account at any time upon demand.

(b) Subject to applicable Commission or NASD restrictions, Company will send confirmations of Contract transactions to Contract Owners. Company will make such confirmations and records of transactions available to Principal Underwriter upon request. Company will also maintain Contract Owner records on behalf of Principal Underwriter to the extent permitted by applicable securities laws.

4. SALES MATERIALS

(a) After authorization to commence the activities contemplated herein, Principal Underwriter will utilize the currently effective prospectus relating to the subject Contracts in connection with its underwriting, marketing and distribution efforts. As to other types of sales material, Principal Underwriter hereby agrees and will require any participating or selling broker-dealers to agree that they will use only sales materials which have been authorized for use by Company, which conform to the requirements of federal and state laws and regulations, and which have been filed where necessary with the appropriate regulatory authorities, including the NASD.

(b) Principal Underwriter will not distribute any prospectus, sales literature or any other printed matter or material in the underwriting and distribution of any Contract if, to the knowledge of Principal Underwriter, any of the foregoing misstates the duties, obligation or liabilities of Company or Principal Underwriter.

5. COMPENSATION

(a) Company agrees to pay Principal Underwriter for direct expenses incurred on behalf of Company. Such direct expenses shall include, but not be limited to, the costs of goods and services purchased from outside vendors, travel expenses and state and federal regulatory fees incurred on behalf of Company.

(b) Principal Underwriter shall present a statement after the end of the quarter showing the apportionment of services rendered and the direct expenses incurred. Settlements are due and payable within thirty days.

6. PURCHASE PAYMENTS

Principal Underwriter shall arrange that all purchase payments collected on the sale of the Contracts are promptly and properly transmitted to Company for immediate allocation to the Separate Account in accordance with the procedures of Company and the directions furnished by the purchasers of such Contracts at the time of purchase.

7. UNDERWRITING TERMS

(a) Principal Underwriter makes no representations or warranties regarding the number of Contracts to be sold by licensed broker-dealers and registered representatives of broker-dealers or the amount to be paid thereunder. Principal Underwriter does, however, represent that it will actively engage in its duties under this Agreement on a continuous basis while there are effective registration statements with the Commission.

(b) Principal Underwriter will use its best efforts to ensure that the Contracts shall be offered for sale by registered broker-dealers and registered representatives (who are duly licensed as insurance agents) on the terms described in the currently effective prospectus describing such Contracts.

(c) It is understood and agreed that Principal Underwriter may render similar services to other companies in the distribution of other variable contracts.

(d) The Company will use its best efforts to assure that the Contracts are continuously registered under the Securities Act of 1933 (and under any applicable state "blue sky" laws) and to file for approval under state insurance laws when necessary.

(e) The Company reserves the right at any time to suspend or limit the public offering of the subject Contracts upon one day's written notice to Principal Underwriter.

8. LEGAL AND REGULATORY ACTIONS

(a) The Company agrees to advise Principal Underwriter immediately of:

(i) any request by the Commission for amendment of the Registration Statement or for additional information relating to the Contracts;

(ii) the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement relating to the Contracts or the initiation of any proceedings for that purpose; and

(iii) the happening of any known material event which makes untrue any statement made in the Registration Statement relating to the Contracts or which requires the making of a change therein in order to make any statement made therein not misleading.

(b) Each of the undersigned parties agrees to notify the other in writing upon being apprised of the institution of any proceeding, investigation or hearing involving the offer or sale of the subject Contracts.

(c) During any legal action or inquiry, Company will furnish to Principal Underwriter such information with respect to the Separate Account and Contracts in such form and signed by such of its officers as Principal Underwriter may reasonably request and will warrant that the statements therein contained when so signed are true and correct.

9. TERMINATION

(a) This Agreement will terminate automatically upon its assignment.

(b) This Agreement shall terminate without the payment of any penalty by either party upon sixty (60) days' advance written notice.

(c) This Agreement shall terminate at the option of the Company upon institution of formal proceedings against Principal Underwriter by the NASD or by the Commission, or if Principal Underwriter or any representative thereof at any time:

(i) employs any device, scheme, artifice, statement or omission to defraud any person;

(ii) fails to account and pay over promptly to the Company money due it according to the Company's records; or

(iii) violates the conditions of this Agreement.

10. INDEMNIFICATION

The Company agrees to indemnify Principal Underwriter for any liability that it may incur to a Contract owner or party-in-interest under a Contract:

(a) arising out of any act or omission in the course of or in connection with rendering services under this Agreement; or

(b) arising out of the purchase, retention or surrender of a contract; provided, however, that the Company will not indemnify Principal Underwriter for any such liability that results from the willful misfeasance, bad faith or gross negligence of Principal Underwriter or from the reckless disregard by such Principal Underwriter of its duties and obligations arising under this Agreement.

11. GENERAL PROVISIONS

(a) This Agreement shall be subject to the laws of the State of Illinois.

(b) This Agreement, along with any Schedules attached hereto and incorporated herein by reference, may be amended from time to time by the mutual agreement and consent of the undersigned parties.

(c) In case any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be duly executed, to be effective as of December 1, 1995.

GLENBROOK LIFE AND ANNUITY COMPANY

(AND GLENBROOK LIFE AND ANNUITY COMPANY SEPARATE ACCOUNT A)

BY:

PRESIDENT AND CHIEF OPERATING OFFICER Date

ALLSTATE LIFE FINANCIAL SERVICES, INC.

BY:

PRESIDENT AND CHIEF EXECUTIVE OFFICER Date

ATTACHMENT A
UNDERWRITING AGREEMENT

"CONTRACTS" FORM #

AIM Lifetime Plus Variable Annuity GLMU Series per Selling Agreement Schedule

**ASSIGNMENT & DELEGATION OF ADMINISTRATIVE SERVICES AGREEMENTS, UNDERWRITING
AGREEMENTS, AND SELLING AGREEMENTS**

BETWEEN

ALFS, INC.

AND

**ALLSTATE LIFE INSURANCE COMPANY, ALLSTATE LIFE INSURANCE COMPANY OF NEW YORK, CHARTER
NATIONAL LIFE INSURANCE COMPANY, INTRAMERICA LIFE INSURANCE COMPANY, ALLSTATE
DISTRIBUTORS, LLC, ALLSTATE FINANCIAL SERVICES, LLC & LINCOLN BENEFIT LIFE COMPANY,**

This agreement (hereinafter "Agreement") entered into this 1st day of September, 2011 between ALFS, Inc. (hereinafter "ALFS") and Allstate Life Insurance Company (hereinafter "ALIC"), Allstate Life Insurance Company of New York (hereinafter "ALNY"), Allstate Distributors, LLC (hereinafter "ADLLC"), Charter National Life Insurance Company (hereinafter "Charter"), Intramerica Life Insurance Company (hereinafter "Intramerica"), Allstate Financial Services, LLC (hereinafter "AFS") and Lincoln Benefit Life Company (hereinafter "LBL"). Collectively, ALFS, ALIC, ALNY, ADLLC, Charter, Intramerica, AFS, and LBL shall be referenced herein as "the Parties."

WHEREAS, ALIC has decided, in order to streamline corporate structure, enhance administrative simplicity, and better reflect ALIC's business strategy, to merge ALFS into ADLLC on or about April 29, 2011; and

WHEREAS, both ALFS and ADLLC are registered broker-dealers subject to the jurisdiction of the Financial Industry Regulatory Authority ("FINRA"); and

WHEREAS, the merger must be submitted for review to FINRA; and

WHEREAS, the Parties have previously entered into various administrative service agreements, principal underwriting agreements, selling agreements, information sharing, and wholesaling agreements (collectively "Agreements"); and

WHEREAS, the Parties agree that ALFS should assign ALFS' rights and delegate ALFS' duties to ADLLC under the Agreements; and

WHEREAS, ADLLC agrees to accept assignment of ALFS' rights and duties to ADLLC under the Agreements; and

WHEREAS, the Parties agree that such assignment and delegation under the Agreements should be documented,

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein the Parties hereto agree as follows:

I. Agreements: Assignment & Delegation:

A. ALFS hereby assigns ALFS' rights and delegates ALFS' duties to ADLLC and ADLLC accepts such assignment of rights and delegation of duties under the Administrative Agreement between Allstate Life Insurance Company ("ALIC"), ALFS, Inc. and Allstate Life Insurance Company of New York ("ALNY") dated June 1, 1993, for the provision of personnel services and assumption of financial and administrative responsibility by ALIC and ALNY. To the extent that the contract contains anti-assignment or assignment/termination provisions, such provisions are waived by this assignment or rights and delegation of duties.

B. ALFS hereby assigns ALFS' rights and delegates ALFS' duties to ADLLC and ADLLC accepts such assignment of rights and delegation of duties under the Administrative Services Agreement between ALFS, Inc. and Allstate Life Insurance Company, Lincoln Benefit Life Company and Charter National Life Insurance Company (the "Companies") effective January 1, 2000, whereby the Companies assume from ALFS financial and administrative responsibility for expenses and services, including but not limited to rent of premises, utilities, employee compensation (including taxes and benefits), computer hardware/software, postage, printing, office supplies, telephone, travel, financial, accounting, legal, regulatory, marketing and administrative services in connection with the marketing and distribution by ALFS of certain variable insurance contracts on behalf of the Companies. To

the extent that the contract contains anti-assignment or assignment/termination provisions, such provisions are waived by this assignment of rights and delegation of duties.

C. ALFS hereby assigns ALFS' rights and delegates ALFS' duties to ADLLC and ADLLC accepts such assignment of rights and delegation of duties under the Administrative Services Agreement Administrative Services Agreement between Allstate Life Insurance Company of New York ("ALNY") and ALFS, Inc. ("ALFS") effective January 1, 2002, wherein ALFS will serve as an underwriter and distributor of variable insurance contracts issued by ALNY. To the extent that the contract contains anti-assignment or assignment/termination provisions, such provisions are waived by this assignment of rights and delegation of duties.

D. ALFS hereby assigns ALFS' rights and delegates ALFS' duties to ADLLC and ADLLC accepts such assignment of rights and delegation of duties under the

Amended and Restated Principal Underwriting Agreement between Allstate Life Insurance Company ("ALIC") and ALFS, Inc. ("ALFS") effective June 1, 2006, wherein the Principal Underwriting Agreement between ALIC and ALFS effective May 1, 1999, with respect to variable annuity contracts is amended and restated concerning compensation. To the extent that the contract contains anti-assignment or assignment/termination provisions, such provisions are waived by this assignment of rights and delegation of duties.

E. ALFS hereby assigns ALFS' rights and delegates ALFS' duties to ADLLC and ADLLC accepts such assignment of rights and delegation of duties under the Amended and Restated Principal Underwriting Agreement between Lincoln Benefit Life Company ("LBL") and ALFS, Inc. ("ALFS") effective June 1, 2006, wherein the Principal Underwriting Agreement between LBL and ALFS effective November 25, 1998, with respect to variable annuity contracts is amended and restated by revising Schedule A. To the extent that the contract contains anti-assignment or assignment/termination provisions, such provisions are waived by this assignment of rights and delegation of duties.

F. ALFS hereby assigns ALFS' rights and delegates ALFS' duties to ADLLC and ADLLC accepts such assignment of rights and delegation of duties under the Principal Underwriting Agreement between Lincoln Benefit Life Company ("LBL") and ALFS, Inc. (f/k/a Allstate Life Financial Services, Inc.) ("ALFS"), effective November 25, 1998, that establishes ALFS as the principal underwriter of LBL's variable universal life. To the extent that the contract contains anti-assignment or assignment/termination provisions, such provisions are waived by this assignment of rights and delegation of duties.

G. ALFS hereby assigns ALFS' rights and delegates ALFS' duties to ADLLC and ADLLC accepts such assignment of rights and delegation of duties under the Executive Wholesaling Agreement between Lincoln Benefit Life Company ("LBL") and ALFS, Inc. ("ALFS") effective December 19, 2005, wherein LBL and ALFS authorizes a third party to solicit sales of certain registered life insurance and annuity contracts and to recommend the contracts to registered representatives of such third parties. To the extent that the contract contains anti-assignment or assignment/termination provisions, such provisions are waived by this assignment of rights and delegation of duties.

H. ALFS hereby assigns ALFS' rights and delegates ALFS' duties to ADLLC and ADLLC accepts such assignment of rights and delegation of duties under the Information Sharing Agreement (the "Agreement") between Allstate Insurance Company ("AIC") and certain affiliates, effective May 1, 2009, setting forth the terms and conditions under

which customer information, owned by a party to the Agreement, may be accessed for marketing purposes by another party to the Agreement in order to comply with certain provisions of The Fair and Accurate Credit Transaction Act of 2003. To the extent that the contract contains anti-assignment or assignment/termination provisions, such provisions are waived by this assignment of rights and delegation of duties.

I. ALFS hereby assigns ALFS' rights and delegates ALFS' duties to ADLLC and ADLLC accepts such assignment of rights and delegation of duties under the Investment Management Agreement among Allstate Investments, LLC ("AILLC"), Allstate Insurance Company, The Allstate Corporation and certain of its non-insurance and insurance subsidiaries (collectively, the "Allstate Affiliates") effective January 1, 2007, (the "Agreement") whereby AILLC will render investment management services and advice to the Allstate Affiliates. To the extent that the contract contains anti-assignment or assignment/termination provisions, such provisions are waived by this assignment of rights and delegation of duties.

J. ALFS hereby assigns ALFS' rights and delegates ALFS' duties to ADLLC and ADLLC accepts such assignment of rights and delegation of duties under the Marketing Agreement between Allstate Life Insurance Company, in its capacity as successor in interest to Glenbrook Life and Annuity Company ("ALIC"), ALFS, Inc. ("ALFS") and Allstate Financial Services, LLC ("AFS") effective June 10, 2003, wherein ALIC and ALFS authorize AFS to solicit sales of certain insurance products and group and individual insurance contracts/policies and certificates participating therein. To the extent that the contract contains anti-assignment or assignment/termination provisions, such provisions are waived by this assignment of rights and delegation of duties.

K. ALFS hereby assigns ALFS' rights and delegates ALFS' duties to ADLLC and ADLLC accepts such assignment of rights and delegation of duties under the Master Wholesaling Agreement between Lincoln Benefit Life Company ("LBL") and ALFS, Inc. ("ALFS") effective December 16, 2005, wherein LBL and ALFS authorizes a third party to solicit sales of certain registered life insurance and annuity contracts and to recommend the contracts to registered representatives of such third parties. To the extent that the contract contains anti-assignment or assignment/termination provisions, such provisions are waived by this assignment of rights and delegation of duties.

L. ALFS hereby assigns ALFS' rights and delegates ALFS' duties to ADLLC and ADLLC accepts such assignment of rights and delegation of duties under the Principal Underwriting Agreement between Allstate Life Insurance Company ("ALIC") and ALFS, Inc. ("ALFS") effective January 1, 2005, (the "Agreement"), wherein ALIC grants to ALFS the right to be and ALFS agrees to serve as Principal Underwriter for the sale of variable insurance products and other insurance and investment products during the term of the Agreement. To the extent that the contract contains anti-assignment or

assignment/termination provisions, such provisions are waived by this assignment of rights and delegation of duties.

M. ALFS hereby assigns ALFS' rights and delegates ALFS' duties to ADLLC and ADLLC accepts such assignment of rights and delegation of duties under the Selling Agreement (the "Agreement") between Lincoln Benefit Life Company ("LBL"), ALFS, Inc. and Allstate Financial Services, LLC ("AFS") effective August 2, 1999, whereby AFS will train and perform certain administrative responsibilities and duties in connection with sales of certain variable insurance contracts/policies as reflected in the Agreement. To the extent that the contract contains anti-assignment or assignment/termination provisions, such provisions are waived by this assignment of rights and delegation of duties.

N. ALFS hereby assigns ALFS' rights and delegates ALFS' duties to ADLLC and ADLLC accepts such assignment of rights and delegation of duties under the Selling Agreement between Allstate Life Insurance Company of New York ("ALNY"), ALFS, Inc. ("ALFS"), and Allstate Financial Services, LLC ("AFS") effective May 1, 2005, wherein ALFS, as appointed by ALNY, is the underwriter of certain insurance products and group and individual insurance contracts/policies and certificates participating therein (the "Contracts"), and AFS will solicit sales of the Contracts on behalf of ALFS. To the extent that the contract contains anti-assignment or assignment/termination provisions, such provisions are waived by this assignment of rights and delegation of duties.

O. ALFS hereby assigns ALFS' rights and delegates ALFS' duties to ADLLC and ADLLC accepts such assignment of rights and delegation of duties under the Selling Agreement among Allstate Life Insurance Company ("ALIC"), ALFS, Inc. (f/k/a Allstate Life Financial Services, Inc.) ("ALFS") and Allstate Financial Services, LLC (f/k/a LSA Securities, Inc.) ("AFS") effective July 26, 1999, pursuant to which ALIC and ALFS authorize AFS to supervise solicitations of certain variable contracts/policies by AFS' registered representatives who are licensed insurance agents. To the extent that the contract contains anti-assignment or assignment/termination provisions, such provisions are waived by this assignment of rights and delegation of duties.

P. ALFS hereby assigns ALFS' rights and delegates ALFS' duties to ADLLC and ADLLC accepts such assignment of rights and delegation of duties under the Underwriting Agreement among Allstate Life Insurance Company ("ALIC") and Allstate Financial Advisors Separate Account I ("Separate Account") and ALFS, Inc. (f/k/a Allstate Life Financial Services, Inc.) ("ALFS") effective July 26, 1999, pursuant to which ALFS agrees to serve as principal underwriter and distributor on an agency basis

for variable insurance contracts which will be issued by ALIC through the Separate Account. To the extent that the contract contains anti-assignment or assignment/termination provisions, such provisions are waived by this assignment of rights and delegation of duties.

Q. ALFS hereby assigns ALFS' rights and delegates ALFS' duties to ADLLC and ADLLC accepts such assignment of rights and delegation of duties under the Underwriting Agreement between Allstate Life Insurance Company of New York and ALFS, Inc. (f/k/a Allstate Life Financial Services, Inc.) effective October 1, 1996, regarding the marketing and distribution of designated variable annuity insurance products. To the extent that the contract contains anti-assignment or assignment/termination provisions, such provisions are waived by this assignment of rights and delegation of duties.

R. ALFS hereby assigns ALFS' rights and delegates ALFS' duties to ADLLC and ADLLC accepts such assignment of rights and delegation of duties under the Underwriting Agreement between Allstate Life Insurance Company, in its capacity as successor in interest to Glenbrook Life and Annuity Company, and ALFS, Inc. (f/k/a Allstate Life Financial Services, Inc.) ("ALFS") executed May 23, 1997, and effective January 1, 1997, regarding the distribution of variable life insurance contracts. The agreement establishes ALFS as the underwriter for products that require a registered broker-dealer to act as the principal underwriter. To the extent that the contract contains anti-assignment or assignment/termination provisions, such provisions are waived by this assignment of rights and delegation of duties.

S. ALFS hereby assigns ALFS' rights and delegates ALFS' duties to ADLLC and ADLLC accepts such assignment of rights and delegation of duties under the Underwriting Agreement between Allstate Life Insurance Company, in its capacity as successor in interest to Glenbrook Life and Annuity Company, and ALFS, Inc. (f/k/a Allstate Life Financial Services, Inc.) ("ALFS") executed May 23, 1997, and effective January 1, 1997, regarding the distribution of variable annuity products. The agreement establishes ALFS as the underwriter for products that require a registered broker-dealer to act as the principal underwriter. To the extent that the contract contains anti-assignment or assignment/termination provisions, such provisions are waived by this assignment of rights and delegation of duties.

T. ALFS hereby assigns ALFS' rights and delegates ALFS' duties to ADLLC and ADLLC accepts such assignment of rights and delegation of duties under the Selling Agreement (the "Agreement") and Addenda to the Agreement between Allstate Life Insurance Company, in its capacity as successor in interest to Glenbrook Life and Annuity Company ("ALIC"), ALFS, Inc. ("ALFS") and Allstate Financial Services, LLC ("AFS") effective May 17, 2001, December 31, 2001, and November 18, 2002, respectively, wherein ALIC and ALFS desire to authorize AFS to solicit sales of certain

insurance products and group and individual insurance contracts/policies and certificates participating therein. To the extent that the contract contains anti-assignment or assignment/termination provisions, such provisions are waived by this assignment of rights and delegation of duties.

U. ALFS hereby assigns ALFS' rights and delegates ALFS' duties to ADLLC and ADLLC accepts such assignment of rights and delegation of duties under the Administrative Services Agreement between Intramerica Life Insurance Company ("Intramerica") and ALFS, Inc. ("ALFS") effective January 1, 2002, wherein ALFS will serve as an underwriter and distributor of variable insurance contracts issued by Intramerica. Intramerica will assume financial and administrative responsibility for the expenses and services incurred by ALFS in connection with the contracts. To the extent that the contract contains anti-assignment or assignment/termination provisions, such provisions are waived by this assignment of rights and delegation of duties.

II. MISCELLANEOUS

- A. No amendment to this Agreement shall be effective unless made in writing and executed by the Parties thereto.
- B. ADLLC's duties and obligations under any other agreement not specifically listed herein shall be deemed to have been assigned and delegated from ALFS to ADLLC and accepted by ADLLC.
- C. Should any provision of this Agreement be held unenforceable, those provisions not affected by the determination of unenforceability shall remain in full force and effect.
- D. This Agreement will be construed in accordance with the laws of the State of Illinois
- E. This Agreement may be executed by the Parties in counterparts, each of which shall be deemed an original.
- F. The descriptive headings of this Agreement are intended for reference only and will not affect the construction or interpretation of this Agreement

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorized officers on the date first above written.

**ALLSTATE LIFE INSURANCE
COMPANY**

By: /s/ Mario Rizzo

Mario Rizzo

Title: Senior Vice President and Treasurer

Date: 8/29/2011

ALLSTATE DISTRIBUTORS, LLC

By: /s/ Mario Rizzo

Mario Rizzo

Title: Senior Vice President and
Assistant Treasurer

Date: 8/29/2011

ALFS, Inc.

By: /s/ Mario Rizzo

Mario Rizzo

Title: Senior Vice President and
Assistant Treasurer

Date: 8/29/2011

**ALLSTATE LIFE INSURANCE
COMPANY OF NEW YORK**

By: /s/ Mario Rizzo

Mario Rizzo

Title: Senior Vice President and Treasurer

Date: 8/29/2011

**CHARTER NATIONAL LIFE
INSURANCE COMPANY**

By: /s/ Mario Rizzo

Mario Rizzo

Title: Senior Vice President and Treasurer

Date: 8/29/2011

**INTRAMERICA LIFE INSURANCE
COMPANY**

By: /s/ Mario Rizzo

Mario Rizzo

Title: Senior Vice President and Treasurer

Date: 8/29/2011

LINCOLN BENEFIT LIFE COMPANY

By: /s/ Mario Rizzo

Mario Rizzo

Title: Senior Vice President and Treasurer

Date: 8/29/2011

**ALLSTATE FINANCIAL SERVICES,
LLC**

By: /s/ Mario Rizzo

Mario Rizzo

Title: Senior Vice President and
Assistant Treasurer

Date: 8/29/2011

Flexible Premium Deferred Variable Annuity Certificate

This Certificate is issued to customers of participating financial services corporations according to the terms of Master Policy number 64900061 issued by Glenbrook Life and Annuity Company to the Trustee of the Financial Services Group Insurance Trust. The Trustee of the Financial Services Group Insurance Trust is called the Master Policyholder. This Certificate is issued in the state of Illinois and is governed by Illinois law.

Throughout this Certificate, "you" and "your" refer to the Certificate owner(s). "We", "us "and" our" refer to Glenbrook Life and Annuity Company.

Certificate Summary

This flexible premium deferred variable annuity provides a cash withdrawal benefit, a death benefit, and a settlement value during the Accumulation Phase and periodic income payments beginning on the Payout Start Date during the Payout Phase.

The dollar amount of income payments or other values provided by this Certificate, when based on the investment experience of the Variable Account, varies to reflect the performance of the Variable Account. For amounts in the Guaranteed Maturity Fixed Account, the withdrawal benefit, the settlement value, transfers to other sub-accounts and any periodic income payments may be subject to a Market Value Adjustment which may result in an upward or downward adjustment of the amount distributed. The Death Benefit may be subject to an upward Market Value Adjustment of the amount distributed.

This Certificate and Master Policy do not pay dividends.

The tax status of this Certificate as it applies to the owner should be reviewed each year.

PLEASE READ YOUR CERTIFICATE CAREFULLY.

This is a legal Contract between the Certificate owner(s) and Glenbrook Life and Annuity Company.

Return Privilege

Upon written request we will provide you with factual information regarding the benefits and provisions contained in this Certificate. If you are not satisfied with this Certificate for any reason, you may return it to us or our agent within 20 days after you receive it. We will refund any purchase payments allocated to the Variable Account, adjusted to reflect investment gain or loss from the date of allocation through the date of cancellation, plus any purchase payments allocated to the Fixed Account. (Where required by state law, we will refund any purchase payments.) If this Certificate is qualified under Section 408 of the Internal Revenue Code, we will refund the greater of any purchase payments or the Certificate Value.

If you have any questions about your Glenbrook Life variable annuity, please contact Glenbrook Life at (800) 755-5275.

Secretary Chairman and Chief Executive Officer

Flexible Premium Deferred Variable Annuity

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THE PERSONS INVOLVED

Owner The person named at the time of application is the Owner of this Certificate unless subsequently changed. As Owner, you will receive any periodic income payments, unless you have directed us to pay them to someone else. The Certificate cannot be jointly owned by both a non-living person and a living person.

You may exercise all rights stated in this Certificate, subject to the rights of any irrevocable Beneficiary.

You may change the Owner at any time by written notice in a form satisfactory to us. If the Owner is a living person, you may change the Annuitant prior to the Payout Start Date by written notice in a form satisfactory to us. Once we accept a change, it takes effect as of the date you signed the request. Each change is subject to any payment we make or other action we take before we accept it.

You may not assign an interest in this Certificate as collateral or security for a loan. However, you may assign periodic income payments under this Certificate prior to the Payout Start Date. We are bound by an assignment only if it is signed by the assignor and filed with us. We are not responsible for the

validity of an assignment.

If the sole surviving Owner dies prior to the Payout Start Date, the Beneficiary becomes the new Owner. If the sole surviving Owner dies after the Payout Start Date, the Beneficiary becomes the new Owner as described in the Beneficiary provision and will receive any subsequent guaranteed income payments.

If more than one person is designated as Owner:

- o Owner as used in this Certificate refers to all people named as Owners, unless otherwise indicated;
- o any request to exercise ownership rights must be signed by all Owners; and
- o on the death of any person who is an Owner, the surviving person(s) named as Owner will continue as Owner.

Annuitant The Annuitant is the person named on the Annuity Data Page, but may be changed by the Owner, as described above. The Annuitant must be a living person. If the Annuitant dies prior to the Payout Start Date, the new Annuitant will be:

- o the youngest Owner; otherwise,
- o the youngest Beneficiary.

Beneficiary The Beneficiary is the person(s) named on the Annuity Data Page unless later changed by the Owner. The Primary Beneficiary is the Beneficiary(s) who is first entitled to receive benefits under the Contract upon the death of the sole surviving Owner. The Contingent Beneficiary is the Beneficiary(s) who is entitled to receive benefits under the Contract after the death of all Primary Beneficiary(s).

You may change or add Beneficiaries at any time by written notice in a form satisfactory to us before income payments begin, unless you have designated an irrevocable Beneficiary. Once we accept a change, it takes effect as of the date you signed the request. Any change is subject to any payment we make or other action we take before we accept it.

o **Benefits Payable to Beneficiaries**

o If the sole surviving Owner dies after the Payout Start Date, the Beneficiary(s) will receive any guaranteed income payments scheduled to continue.

o If the sole surviving Owner dies before the Payout Start Date, the Beneficiary(s) may elect to receive a Death Benefit or become the new Owner.

o **Order of Payment of Benefits**

As described above under Benefits Payable to Beneficiaries, Beneficiary(s) will receive any guaranteed income payments scheduled to continue, or the right to elect to receive a Death Benefit or become the new Owner, in the following order of classes:

o **Primary Beneficiary**

Upon the death of the sole surviving Owner after the Payout Start Date, Primary Beneficiary(s), if living, will receive the guaranteed income payments scheduled to continue. Upon the death of the sole surviving Owner before the Payout Start Date, the Primary Beneficiary(s), if living, will have the right to elect to receive a Death Benefit or become the new Owner with rights as defined in the Death of Owner provision.

o **Contingent Beneficiary**

Upon the death of the sole surviving Owner and all Primary Beneficiary(s) after the Payout Start Date, Contingent Beneficiary(s), if living, will receive the guaranteed income payments scheduled to continue. Upon the death of the sole surviving Owner and all Primary Beneficiaries before the Payout Start Date, Contingent Beneficiaries, if living, will have the right to elect to receive a Death Benefit or become the new Owner with rights as defined in the Death of Owner provision.

If none of the named Beneficiaries are living when the sole surviving Owner dies, or if a Beneficiary has not been named, the new Beneficiary will be:

- o your spouse, or if he or she is no longer living,
- o your surviving children equally, or if you have no surviving children,
- o your estate.

Unless you have provided directions to the contrary, the Beneficiaries will take equal shares. If there is more than one Beneficiary in a class and one of the Beneficiaries predeceases the Owner, the remaining Beneficiaries in that class will divide the deceased Beneficiary(s) share.

ACCUMULATION PHASE

Accumulation Phase Defined The "Accumulation Phase" is the first of two phases during your Certificate. The Accumulation Phase begins on the issue date stated on the Annuity Data Page. This phase will continue until the Payout Start Date unless this Certificate is terminated before that date.

Certificate Year The one year period beginning on the issue date and on each anniversary of the issue date.

Purchase Payments The initial payment is shown on the Annuity Data Page. You may make subsequent purchase payments during the Accumulation Phase. We may limit the amount of each purchase payment that we will accept to a minimum of \$50 and a maximum of \$1,000,000. We may limit your ability to make subsequent purchase payments in order to comply with the laws of the state where this Certificate is delivered.

We will invest the purchase payments in the Investment Alternatives you select. You may allocate any portion of your purchase payment in whole percents from 0% to 100% or in exact dollar amounts to any of the Investment Alternatives. The total allocation must equal 100%.

The allocation of the initial purchase payment is shown on the Annuity Data Page. Allocation of each subsequent purchase payment will be the same as the allocation for the most recent purchase payment unless you change the allocation. You may change the allocation of subsequent purchase payments at any time, without charge, simply by giving us written notice. Any change will be effective at the time we receive the notice.

Initial Purchase Payment Allocation If the Return Privilege provision requires us to refund purchase payments, then during the Return Privilege period, we reserve the right to invest any purchase payments you allocated to the Variable Account to a Money Market Variable Sub-Account available under this Certificate. We will notify you if we do so. At the end of the Return Privilege period, the amount in the Money Market Variable Sub-Account will be allocated to the Variable Account as originally designated by you. This allocation will not be considered a transfer.

Investment Alternatives Investment Alternatives are the Sub-accounts of the Variable Account, the Short Term Dollar Cost Averaging Fixed Account, the Extended Short Term Dollar Cost Averaging Fixed Account, and the Guarantee Periods of the Guaranteed Maturity Fixed Account shown on the Application. We may offer additional Sub-accounts of the Variable Account at our discretion. We reserve the right to limit the availability of the Investment Alternatives.

Variable Account The "Variable Account" for this Certificate is the Glenbrook Life Multi-Manager Variable Account. This account is a separate investment account to which we allocate assets contributed under this and certain other certificates. The income, gains and losses, realized or unrealized, from assets allocated to the Variable Account are credited to or charged against the account without regard to our other income, gains or losses.

Variable Sub-accounts The Variable Account is divided into Sub-accounts. Each Sub-account invests solely in the shares of the mutual fund underlying that Sub-account.

Fixed Account Options The Fixed Account Options are the Short Term Dollar Cost Averaging Fixed Account, the Extended Short Term Dollar Cost Averaging Fixed Account, and the Guarantee Periods of the Guaranteed Maturity Fixed Account.

Short Term Dollar Cost Averaging Fixed Account Money in the Short Term Dollar Cost Averaging Fixed Account will earn interest at the annual rate in effect at the time of allocation to the Short Term Dollar Cost Averaging Fixed Account. Each purchase payment and associated interest in the Short Term Dollar Cost Averaging Fixed Account must be transferred to Sub-accounts of the Variable Account according to your current allocation instructions in equal monthly installments within the selected transfer period. You may select a transfer period of no less than 3 months or more than 6 months. If you discontinue the Dollar Cost Averaging program before the end of the transfer period, the remaining balance in the Short Term Dollar Cost Averaging Fixed Account will be transferred to the Money Market Variable Sub-Account unless you request a different Investment Alternative. No amount may be transferred into the Short Term Dollar Cost Averaging Fixed Account.

For each purchase payment, the first transfer from the Short Term Dollar Cost Averaging Fixed Account must occur within one month of the date of payment. If we do not receive an allocation instruction from you within one month of the date of payment, the payment plus associated interest will be transferred to the Money Market Variable Sub-Account in equal monthly installments within the selected transfer period.

Extended Short Term Dollar Cost Averaging Fixed Account Money in the Extended Short Term Dollar Cost Averaging Fixed Account will earn interest at the annual rate in effect at the time of allocation to the Extended Short Term Dollar Cost Averaging Fixed Account. Each purchase payment and associated interest in the Extended Short Term Dollar Cost Averaging Fixed Account must be transferred to Sub-accounts of the Variable Account according to your current allocation instructions in equal monthly installments within the selected transfer period. You may select a transfer period of no less than 7 months or more than 12 months. If you discontinue the Dollar Cost Averaging program before the end of the transfer period, the remaining balance in the Extended Short Term Dollar Cost Averaging Fixed Account will be transferred to the Money Market Variable Sub-Account unless you request a different Investment Alternative. No amount may be transferred into the Extended Short Term Dollar Cost Averaging Fixed Account.

For each purchase payment, the first transfer from the Extended Short Term Dollar Cost Averaging Fixed Account must occur within one month of the date of payment. If we do not receive an allocation instruction from you within one month of the date of payment, the payment plus associated interest will be transferred to the Money Market Variable Sub-Account in equal monthly installments within the selected transfer period.

Guaranteed Maturity Fixed Account The Guaranteed Maturity Fixed Account is divided into Guarantee Periods. A Guarantee Period is identified by the date the Guarantee Period begins and the duration of the Guarantee Period. You create a Guarantee Period when:

o you make a purchase payment; or

o you select a new Guarantee Period after the prior Guarantee Period expires; or

o you transfer an amount from an existing Sub-account of the Variable Account, from another Guarantee Period of the Guaranteed Maturity Fixed Account, or from any Fixed Account Options.

You must select the Guarantee Period for all purchase payments and transfers allocated to the Guaranteed Maturity Fixed Account. If you do not select a Guarantee Period for a purchase payment or transfer, we will assign the same period(s) as used for the most recent purchase payment. Guarantee Periods are offered at our discretion and may range from one to ten years. We may change the Guarantee Periods available for future purchase payments or transfers allocated to the Guaranteed Maturity Fixed Account.

We will mail you a notice prior to the expiration of each Guarantee Period outlining the options available at the end of the Guarantee Period. During the 30 day period after a Guarantee Period expires you may:

o take no action and we will automatically apply the Guarantee Period value to a Guarantee Period of the same duration as the Guarantee Period that just expired to be established on the day the previous Guarantee Period expired; or

o notify us to apply the Guarantee Period value to a new Guarantee Period(s) to be established on the day the previous Guarantee Period expired; or

o notify us to apply the Guarantee Period value to any Sub-account of the Variable Account on the day we receive the notification; or

o receive a portion of the Guarantee Period value or the entire Guarantee Period value through a partial or full withdrawal that is not subject to a Market Value Adjustment; however, a Withdrawal Charge and taxes may apply. In this case, the amount withdrawn will be deemed to have been withdrawn on the day the

Guarantee Period expired.

Crediting Interest We credit interest daily to money allocated to the Fixed Account Options at rates which compound over one year at the current annualized interest rates when the money was allocated. We will credit interest to the initial purchase payment from the issue date. We will credit interest to subsequent purchase payments from the date we receive them. We will credit interest to transfers from the date the transfer is made.

The annual interest rate for the Short Term Dollar Cost Averaging Fixed Account and the Extended Short Term Dollar Cost Averaging Fixed Account will never be less than 3%.

Transfers Prior to the Payout Start Date, you may transfer amounts between Investment Alternatives. You may make 12 transfers per Certificate Year without charge. Each transfer after the 12th transfer in any Certificate Year may be assessed a \$10 transfer fee. Transfers are subject to the following restrictions:

- o No amount may be transferred into the Short Term Dollar Cost Averaging Fixed Account or the Extended Short Term Dollar Cost Averaging Fixed Account.

At the end of the transfer period, any remaining portion of the purchase payment and interest in the Short Term Dollar Cost Averaging Fixed Account or the Extended Short Term Dollar Cost Averaging Fixed Account will be allocated to other Investment Alternatives as set forth in the current Short Term Dollar Cost Averaging Fixed Account or the Extended Short Term Dollar Cost Averaging Fixed Account allocations.

- o Any transfer from a Guarantee Period of the Guaranteed Maturity Fixed Account will be subject to a Market Value Adjustment unless the transfer occurs during the 30 day period after the Guarantee Period expires.

- o We reserve the right to limit the number of transfers among the Variable Sub-accounts in any Certificate Year or to refuse any transfer request for an Owner or certain Owners if, in our sole discretion, we believe that:

- o excessive trading by such Owner or Owners or a specific transfer request or group of transfer requests may have a detrimental effect on Unit Values or the share prices of the underlying mutual funds or would be to the disadvantage of other Certificate Owners; or

- o We are informed by one or more of the underlying mutual funds that the purchase or redemption of shares is to be restricted because of excessive trading or a specific transfer or group of transfers is deemed to have a detrimental effect on share prices of affected underlying mutual funds.

Such restrictions may be applied in any manner which is reasonably designed to prevent any use of the transfer right which is considered by us to be to the disadvantage of the other Certificate Owners.

We reserve the right to waive the transfer fees and restrictions contained in this Certificate.

Certificate Value Your "Certificate Value" is equal to the sum of:

- o the number of Accumulation Units you hold in each Sub-account of the Variable Account multiplied by the Accumulation Unit Value for that Sub-account on the most recent Valuation Date; plus

- o the total value you have in the Short Term Dollar Cost Averaging Fixed Account and the Extended Short Term Dollar Cost Averaging Fixed Account; plus

- o the sum of Guarantee Period values in the Guaranteed Maturity Fixed Account.

Accumulation Units and Accumulation Unit Value Amounts which you allocate to a Sub-account of the Variable Account are used to purchase Accumulation Units in that Sub-account. The Accumulation Unit Value for each Sub-account at the end of any Valuation Period is calculated by multiplying the Accumulation Unit Value at the end of the immediately preceding Valuation Period by the Sub-account's Net Investment Factor for the Valuation Period. The Accumulation Unit Values may go up or down.

Additions or transfers to a Sub-account of the Variable Account will increase the number of Accumulation Units for that Sub-account. Withdrawals or transfers from a Sub-account of the Variable Account will decrease the number of Accumulation Units for that Sub-account.

Valuation Period and Valuation Date A "Valuation Period" is the time interval between the closing of the New York Stock Exchange on consecutive Valuation Dates. A "Valuation Date" is any date the New York Stock Exchange is open for trading.

Net Investment Factor For each Variable Sub-account, the "Net Investment Factor" for a Valuation Period is equal to:

- o The sum of:

- o the net asset value per share of the mutual fund underlying the sub-account determined at the end of the current Valuation Period, plus

- o the per share amount of any dividend or capital gain distributions made by the mutual fund underlying the subaccount during the current Valuation Period.

- o Divided by the net asset value per share of the mutual fund underlying the sub-account determined as of the end of the immediately preceding Valuation Period.

- o The result is reduced by the Mortality and Expense Risk Charge and the Administrative Expense Charge corresponding to the portion of the 365-day year (366 days for a Leap Year) that is in the current Valuation Period.

Charges The charges for this Certificate include Administrative Expense Charges, Mortality and Expense Risk Charges, Certificate Maintenance Charges, transfer charges, and applicable taxes. If withdrawals are made, the Certificate may also be subject to Withdrawal Charges and Market Value Adjustments.

Administrative Expense Charge The annualized Administrative Expense Charge will never be greater than 0.10%. (See Net Investment Factor for a description of how this charge is applied.)

Mortality and Expense Risk Charge The annualized Mortality and Expense Risk Charge will never be greater than 1.25%. (See Net Investment Factor for a description of how this charge is applied.)

Our actual mortality and expense experience will not adversely affect the dollar amount of variable benefits or other contractual payments or values under this Certificate.

Certificate Maintenance Charge Prior to the Payout Start Date, a Certificate Maintenance Charge will be deducted from your Certificate Value on each certificate anniversary. The charge will be deducted on a pro-rata basis from each Sub-account of the Variable Account in the proportion that your value in each bears to your total value in all Sub-accounts of the Variable Account. A reduced Certificate Maintenance Charge proportional to the part of the Certificate Year elapsed will also be deducted if the Certificate is terminated on any date other than a certificate anniversary. After the Payout Start Date the Certificate Maintenance Charge will be deducted in equal parts from each income payment. The annualized charge will never be greater than \$35 per Certificate Year. The Certificate Maintenance Charge will be waived if, on the certificate anniversary or upon full surrender the total Certificate Value is \$50,000 or more, or if all money is allocated to the Fixed Account(s) on the Certificate anniversary.

Taxes Any premium tax relating to this Certificate may be deducted from purchase payments or the Certificate Value when the tax is incurred or at a later time.

Withdrawal You have the right, subject to the restrictions and charges described in this Certificate, to withdraw part or all of your Certificate Value at any time during the Accumulation Phase. A withdrawal must be at least \$50. If any withdrawal reduces the Certificate Value to less than \$2,000, we will treat the request as a withdrawal of the entire Certificate Value. If you withdraw the entire Certificate Value, the Certificate will terminate.

You must specify the Investment Alternative(s) from which you wish to make a withdrawal. When you make a withdrawal, your Certificate Value will be reduced by a withdrawal amount equal to the amount paid to you and any applicable Withdrawal Charge, Market Value Adjustment, and taxes.

Any Withdrawal Charge or Market Value Adjustment will be waived on withdrawals taken to satisfy IRS minimum distribution rules. This waiver is permitted only for withdrawals which satisfy distributions resulting from this Certificate.

Free Withdrawal Amount Each Certificate Year the Free Withdrawal Amount is equal to 15% of the amount of purchase payments. Each Certificate Year you may withdraw the Free Withdrawal Amount without any Withdrawal Charge or Market Value Adjustment. Each Certificate Year begins on the anniversary of the date the Certificate was established. Any Free Withdrawal Amount which is not withdrawn in a year may not be carried over to increase the Free Withdrawal Amount in a subsequent year.

Withdrawal Charge To determine the Withdrawal Charge, we assume that purchase payments are withdrawn first, beginning with the oldest payment. When all purchase payments have been withdrawn, additional withdrawals will not be assessed a Withdrawal Charge.

Withdrawals in excess of the Free Withdrawal Amount will be subject to a Withdrawal Charge as follows:

Payment Year:	1	2	3	4	5	6	7	8	and Later
Percentage:	7%	6%	6%	5%	5%	4%	3%	0%	

For each purchase payment withdrawal, the "Payment Year" in the table is measured from the date we received the purchase payment. The Withdrawal Charge is determined by multiplying the percentage corresponding to the Payment Year times that part of each purchase payment withdrawal that is in excess of the Free Withdrawal Amount.

Market Value Adjustment Activities in a Guarantee Period of the Guaranteed Maturity Fixed Account that may be subject to a Market Value Adjustment are withdrawals in excess of the Free Withdrawal Amount, transfers, death benefits, and amounts applied to an income plan. An activity will be subject to a Market Value Adjustment unless:

- o it occurs during the 30 day period after a Guarantee Period expires; or
- o it is a transfer that is part of a Dollar Cost Averaging program.

A Market Value Adjustment is an increase or decrease in the amount reflecting changes in the level of interest rates since the Guarantee Period was established. As used in this provision, "Treasury Rate" means the U. S. Treasury Note Constant Maturity yield as reported in Federal Reserve Bulletin Release H.15. The Market Value Adjustment is based on the following:

I = the Treasury Rate for a maturity equal to the Guarantee Period duration for the week preceding the establishment of the Guarantee Period;

J = the Treasury Rate for a maturity equal to the Guarantee Period for the week preceding the receipt of the withdrawal request, death benefit request, transfer request, or Income Payment request;

N = the number of whole and partial years from the date we receive the withdrawal, transfer, or Death Benefit request, or from the Payout Start Date, to the end of the Guarantee Period;

An adjustment factor is determined from the following formula:

$$.9 \times \{I - (J + .0025)\} \times N$$

The amount subject to a Market Value Adjustment that is deducted from a Guarantee Period of the Guaranteed Maturity Fixed Account is multiplied by the adjustment factor to determine the amount of the Market Value Adjustment.

Any Market Value Adjustment will be waived on withdrawals taken to satisfy IRS minimum distribution rules. This waiver is permitted only for withdrawals which satisfy distributions resulting from this Certificate.

Death of Owner If you die prior to the Payout Start Date, the new Owner will be the surviving Owner. If there is no surviving Owner, the new Owner will be the Beneficiary(ies) as described in the Beneficiary provision. The new Owner will have the options described below.

1. If the sole new Owner is your spouse:

- a. Your spouse may elect, within 180 days of the date of your death, to receive the Death Benefit described below in a lump sum.
- b. Your spouse may elect, within 180 days of the date of your death, to receive an amount equal to the Death Benefit paid out under one of the Income Plans described in the Payout Phase section. The Payout Start Date must be within one year of your date of death. Income Payments must be:
 - i. over the life of your spouse; or
 - ii. for a guaranteed number of payments from 5 to 30 years but not to exceed the life expectancy of your spouse; or
 - iii. Over the life of your spouse with a guaranteed number of payments from 5 to 30 years but not to exceed the life expectancy of your spouse.
- c. If your spouse does not elect one of the options above, then your spouse may continue the Certificate in the Accumulation Phase as if the death had not occurred. If the Certificate is continued in the Accumulation Phase, the following conditions apply:
 - o On the day the Certificate is continued, the Certificate Value will be the Death Benefit as determined at the end of the Valuation Period during which we received due proof of death.
 - o The surviving spouse may make a single withdrawal of any amount within one year of the date of death without incurring a Withdrawal Charge or Market Value Adjustment
 - o Prior to the Payout Start Date, the Death Benefit of the continued Certificate will be the greater of:
 - o the sum of all purchase payments reduced by a withdrawal adjustment, as defined in the Death Benefit provision; or
 - o the Certificate Value on the date we determine the Death Benefit; or
 - o the Certificate Value on each Death Benefit Anniversary prior to the date we determine the Death Benefit, increased by any purchase payments made since that Death Benefit Anniversary and reduced by a withdrawal adjustment, as defined in the Death Benefit provision.
 - o Only one spousal continuation is allowed under this Certificate.

2. If the new Owner is not your spouse but is a Living Person, then this new Owner has the following options:

- a. The new Owner may elect, within 180 days of the date of your death, to receive the death benefit described below in a lump sum.
- b. The new Owner may elect, within 180 days of the date of your death, to receive an amount equal to the Death Benefit paid out under one of the Income Plans described in the Payout Phase section. The Payout Start Date must be within one year of your date of death. Income Payments must be:
 - i. over the life of the new Owner; or
 - ii. for a guaranteed number of payments from 5 to 30 years but not to exceed the life expectancy of the new Owner; or
 - iii. Over the life of the new Owner with a guaranteed number of payments from 5 to 30 years but not to exceed the life expectancy of the new Owner.
- c. The new Owner may elect to receive the Settlement Value payable in a lump sum within 5 years of your date of death.

3. If the new Owner is a corporation or other non-Living Person:

- a. The non-living Owner may elect, within 180 days of your death, to receive the Death Benefit in a lump sum.
- b. The non-living Owner may elect to receive the Settlement Value payable in a lump sum within 5 years of your date of death.

If any new Owner is a non-Living Person, all new Owners will be considered to be non-Living Persons for the above purposes.

If the new Owner who is not your spouse does not make one of the above described elections, the Settlement Value must be withdrawn by the new Owner on or before the mandatory distribution date 5 years after your date of death. Under any of these options, all ownership rights are available to the new Owner from the date of your death to the date on which the Death Benefit or Settlement Value is paid. We reserve the right to extend, on a non-discriminatory basis, the period of time in which we will use the Death Benefit rather than the Settlement Value to determine the payment amount. The death benefit will be at least as high as the Settlement Value. This right applies only to the amount payable as death benefit proceeds and in no way restricts when a claim may be filed.

Death of Annuitant If the Owner is non-living individual and the Annuitant who is not also the Owner dies prior to the Payout Start Date, the Owner must elect an applicable option listed below.

1. If the Owner is a Living Person, then the Certificate will continue with a new Annuitant as described in the Annuitant provision above.
2. If the Owner is a non-Living Person:
 - a. The non-living Owner may elect, within 180 days of the Annuitant's date of death, to receive the Death Benefit in a lump sum; or

b. The non-living Owner may elect to receive the Settlement Value payable in a lump sum within 5 years of the Annuitant's date of death.

If the non-living Owner does not make one of the above described elections, the Settlement Value must be withdrawn by the non-living Owner on or before the mandatory distribution date 5 years after the Annuitant's death.

Under any of these options, all ownership rights are available to the non-Living Owner from the date of the Annuitant's death to the date on which the Death Benefit or Settlement Value is paid. We reserve the right to extend, on a non-discriminatory basis, the period of time in which we will use the Death Benefit rather than the Settlement Value to determine the payment amount. The death benefit will be at least as high as the Settlement Value. This right applies only to the amount payable as death benefit proceeds and in no way restricts when a claim may be filed.

Death Benefit Prior to the Payout Start Date, the death benefit is equal to the greatest of:

o the Certificate Value as of the date we determine the death benefit; or

o the Settlement Value on the date we determine the death benefit; or

o the Certificate Value on each Death Benefit Anniversary prior to the date we determine the death benefit, increased by purchase payments made since that Death Benefit Anniversary and reduced by an adjustment for any partial withdrawals since that Death Benefit Anniversary.

The adjustment is equal to (A) divided by (B) and the result multiplied by (C) where:

(A) is the withdrawal amount.

(B) is the Certificate Value immediately prior to the withdrawal.

(C) is the Certificate Value on the Death Benefit Anniversary adjusted by any prior purchase payments or withdrawals made since that Anniversary.

The first Death Benefit Anniversary is the issue date. Subsequent Death Benefit Anniversaries are those certificate anniversaries that are multiples of 7 Certificate Years, beginning with the 7th certificate anniversary. For example, the issue date, 7th, and 14th certificate anniversaries are the first three Death Benefit anniversaries.

We will determine the value of the death benefit as of the end of the Valuation Period during which we receive a complete request for payment of the death benefit. A complete request includes due proof of death.

Settlement Value The Settlement Value is the same amount that would be paid in the event of withdrawal of the Certificate Value. We will calculate the Settlement Value at the end of the Valuation Period coinciding with the requested distribution date for payment or on the mandatory distribution date of 5 years after the date of death.

PAYOUT PHASE

Payout Phase Defined The "Payout Phase" is the second of the two phases during your Certificate. During this phase the Certificate Value adjusted by any Market Value Adjustment and less any applicable taxes is applied to the Income Plan you choose and is paid out as provided in that plan.

The Payout Phase begins on the Payout Start Date. It continues until we make the last payment as provided by the Income Plan chosen.

Payout Start Date The "Payout Start Date" is the date the Certificate Value adjusted by any Market Value Adjustment and less any applicable taxes is applied to an Income Plan. The anticipated Payout Start Date is shown on the Annuity Data Page. You may change the Payout Start Date by writing to us at least 30 days prior to this date.

The Payout Start Date must be at least 30 days after the Issue Date, and occur on or before the later of:

o the Annuitant's 90th birthday; or

o the 10th anniversary of this Certificate's issue date.

Income Plans An "Income Plan" is a series of payments on a scheduled basis to you or to another person designated by you. The Certificate Value on the Payout Start Date adjusted by any Market Value Adjustment and less any applicable taxes, will be applied to your Income Plan choice from the following list:

1. **Life Income with Guaranteed Payments** We will make payments for as long as the Annuitant lives. If the Annuitant dies before the selected number of guaranteed payments have been made, we will continue to pay the remainder of the guaranteed payments.

2. **Joint and Survivor Life Income with Guaranteed Payments** We will make payments for as long as either the Annuitant or joint Annuitant, named at the time of Income Plan selection, lives. If both the Annuitant and the joint Annuitant die before the selected number of guaranteed payments have been made, we will continue to pay the remainder of the guaranteed payments.

3. **Guaranteed Number of Payments.** We will make payments for a specified number of months beginning on the Payout Start Date. These payments do not depend on the Annuitant's life. The number of months guaranteed may be from 60 to 360. Income payments for less than 120 months may be subject to a Withdrawal Charge.

We reserve the right to make available other Income Plans.

Income Payments Income payment amounts may vary based on any Sub-account of the Variable Account and/or may be fixed for the duration of the Income Plan. The method of calculating the initial payment is different for Variable Amount Income Payments and Fixed Amount Income Payments. The Certificate Maintenance Charge will be deducted in equal payments from each income payment. The Certificate Maintenance Charge will be waived if the total Certificate Value is \$50,000 or more as of the Payout Start Date.

Variable Amount Income Payments The initial income payment based upon the Variable Account is calculated by applying the portion of the Certificate Value in the Variable Account on the Payout Start Date, less any applicable premium tax, to the appropriate value from the Income Payment Table selected. Subsequent income payments will vary depending upon the changes in the Annuity Unit Values for the Sub-accounts upon which the income payments are based.

The portion of the initial income payment based upon a particular Variable Sub-account is determined by applying the amount of the Certificate Value in that Sub-account on the Payout Start Date, less any applicable premium tax, to the appropriate value from the Income Payment Table. This portion of the initial income payment is divided by the Annuity Unit Value on the Payout Start Date for that Variable Sub-account to determine the number of Annuity Units from that Sub-account which will be used to determine subsequent income payments. Unless Annuity Transfers are made between Sub-accounts, each subsequent income payment from that Sub-account will be that number of Annuity Units times the Annuity Unit Value for the Sub-account for the Valuation Date on which the income payment is made.

Annuity Unit Value The Annuity Unit Value for each Sub-account of the Variable Account at the end of any Valuation Period is calculated by:

- o multiplying the Annuity Unit Value at the end of the immediately preceding Valuation Period by the Sub-account's Net Investment Factor during the period; and then
- o dividing the result by 1.000 plus the assumed investment rate for the period. The assumed investment rate is an effective annual rate of 3%.

Fixed Amount Income Payments The income payment amount derived from any money allocated to the Fixed Account Options during the Accumulation Phase are fixed for the duration of the Income Plan. The Fixed Amount Income Payment is calculated by applying the portion of the Certificate Value in the Fixed Account Options on the Payout Start Date, adjusted by any Market Value Adjustment plus any amount from the Variable Account that the Owner elects to apply to a Fixed Amount Income Payment and less any applicable premium tax, to the greater of the appropriate value from the Income Payment Table selected or such other value as we are offering at that time.

Annuity Transfers After the Payout Start Date, you may transfer among the variable subaccounts. You may make up to 12 transfers per Contract year. No transfers may be made from the Fixed Amount Income Payment. Transfers from the Variable Amount Income Payment to the Fixed Amount Income Payment may not be made for six months after the Payout Start Date.

Payout Terms and Conditions The income payments are subject to the following terms and conditions:

- o If the Certificate Value is less than \$2,000, or not enough to provide an initial payment of at least \$20, we reserve the right to:
 - o change the payment frequency to make the payment at least \$20; or
 - o terminate the Certificate and pay you the Certificate Value adjusted by any Market Value Adjustment and less any applicable taxes in a lump sum.
- o If we do not receive a written choice of an Income Plan from you at least 30 days before the Payout Start Date, the Income Plan will be life income with guaranteed payments for 120 months.
- o If you choose an Income Plan which depends on any person's life, we may require:
 - o proof of age and sex before income payments begin; and
 - o proof that the Annuitant or joint Annuitant is still alive before we make each payment.
- o After the Payout Start Date, the Income Plan cannot be changed and withdrawals cannot be made unless variable income payments are being made under Income Plan 3. You may terminate all or a portion of the income payments being made under Income Plan 3 at any time and withdraw their value, subject to Withdrawal Charges by writing to us. For Variable Amount Income Payments, this value is equal to the present value of the Variable Amount Income Payments being terminated, calculated using a discount rate equal to the assumed investment rate that was used in determining the initial variable payment.
- o If any Owner dies during the Payout Phase, the remaining income payments will be paid to the successor Owner as scheduled.

INCOME PAYMENT TABLES

The initial income payment will be at least the amount based on the adjusted age of the Annuitant(s) and the tables below, less any federal income taxes which are withheld. The adjusted age is the actual age of the Annuitant(s) on the Payout Start Date reduced by one year for each six full years between January 1, 2000 and the Payout Start Date. Income payments for ages and guaranteed payment periods not shown below will be determined on a basis consistent with that used to determine those that are shown. The Income Payment Tables are based on 3.0% interest and the Annuity 2000 Mortality Tables.

Income Plan 1 - Life Income with Guaranteed Payments for 120 Months

Monthly Income Payment for each \$1,000 Applied to this Income Plan

Annuitant's Annuitant's Annuitant's
 Adjusted Male Female Adjusted Male Female Adjusted Male Female
 Age Age Age

35	\$3.34	\$3.22	49	\$3.99	\$3.76	63	\$5.23	\$4.84
36	3.38	3.24	50	4.05	3.81	64	5.35	4.95
37	3.41	3.27	51	4.11	3.87	65	5.49	5.07
38	3.45	3.30	52	4.18	3.93	66	5.62	5.20
39	3.49	3.34	53	4.26	3.99	67	5.77	5.33
40	3.53	3.37	54	4.33	4.06	68	5.92	5.47
41	3.57	3.41	55	4.41	4.13	69	6.07	5.62
42	3.62	3.44	56	4.50	4.20	70	6.23	5.78
43	3.66	3.48	57	4.58	4.28	71	6.39	5.94
44	3.71	3.52	58	4.68	4.36	72	6.56	6.11
45	3.76	3.57	59	4.78	4.45	73	6.73	6.29
46	3.81	3.61	60	4.88	4.54	74	6.90	6.48

47 3.87 3.66 61 4.99 4.63 75 7.08 6.67
48 3.93 3.71 62 5.11 4.73

Income Plan 2 - Joint and Survivor Life Income with Guaranteed Payments for 120 Months

Monthly Income Payment for each \$1,000 Applied to this Income Plan

Female Annuitant's Adjusted Age

Male

Annuitant's 35 40 45 50 55 60 65 70 75
Adjusted
Age

35 \$3.06 \$3.12 \$3.17 \$3.22 \$3.26 \$3.28 \$3.31 \$3.32 \$3.33
40 3.10 3.18 3.26 3.32 3.38 3.43 3.46 3.49 3.51
45 3.13 3.23 3.33 3.43 3.52 3.59 3.65 3.69 3.72
50 3.16 3.27 3.40 3.53 3.65 3.76 3.86 3.93 3.98
55 3.18 3.30 3.45 3.61 3.77 3.94 4.08 4.20 4.29
60 3.19 3.33 3.49 3.68 3.88 4.10 4.31 4.51 4.66
65 3.20 3.34 3.52 3.73 3.97 4.24 4.54 4.83 5.08
70 3.21 3.35 3.54 3.76 4.03 4.36 4.73 5.13 5.52
75 3.21 3.36 3.55 3.78 4.07 4.44 4.87 5.38 5.92

Income Plan 3 - Guaranteed Number of Payments

Monthly Income Payment for each

Specified Period \$1,000 Applied to this Income Plan

10 Years \$9.61
11 Years 8.86
12 Years 8.24
13 Years 7.71
14 Years 7.26
15 Years 6.87
16 Years 6.53
17 Years 6.23
18 Years 5.96
19 Years 5.73
20 Years 5.51

GENERAL PROVISIONS

The Entire Contract The entire contract consists of this Certificate, the Master Policy, the Master Policy Application, any written applications, and any Certificate endorsements and riders.

All statements made in written applications are representations and not warranties. No statement will be used by us in defense of a claim or to void the Certificate unless it is included in a written application.

Only our officers may change the Certificate or waive a right or requirement. No other individual may do this.

We may not modify this Certificate without your signed consent, except to make it comply with any changes in the Internal Revenue Code or as required by any other applicable law.

Master Policy Amendment or Termination The Master Policy may be amended by us, terminated by us, or terminated by the Master Policyholder without the consent of any other person. No termination completed after the issue date of this Certificate will adversely affect your rights under this Certificate.

Incontestability We will not contest the validity of this Certificate after the issue date.

Misstatement of Age or Sex If any age or sex has been misstated, we will pay the amounts which would have been paid at the correct age and sex.

If we find the misstatement of age or sex after the income payments begin, we will:

o pay all amounts underpaid including interest calculated at an effective annual rate of 6%; or

o stop payments until the total income payments made are equal to the total amounts that would have been made if the correct age and sex had been used.

Annual Statement At least once a year, prior to the Payout Start Date, we will send you a statement containing Certificate Value information. We will provide you with Certificate Value information at any time upon request. The information presented will comply with any applicable law.

Settlements We may require that this Certificate be returned to us prior to any settlement. We must receive due proof of death of the Owner or Annuitant prior to settlement of a death claim.

Any full withdrawal or death benefit under this Certificate will not be less than the minimum benefits required by any statute of the state in which the Certificate is delivered.

Deferment of Payments We will pay any amounts due from the Variable Account under this Certificate within seven days, unless:

o the New York Stock Exchange is closed for other than usual weekends or holidays, or trading on such Exchange is restricted;

o an emergency exists as defined by the Securities and Exchange Commission; or

o the Securities and Exchange Commission permits delay for the protection of Certificate holders.

We reserve the right to postpone payments or transfers from the Fixed Account Options for up to six months. If we elect to postpone payments or transfers from the Fixed Account Options for 30 days or more, we will pay interest as required by applicable law. Any interest would be payable from the date the payment or transfer request is received by us to the date the payment or transfer is made.

Variable Account Modifications We reserve the right, subject to applicable law, to make additions to, deletions from, or substitutions for the mutual fund shares underlying the Sub-accounts of the Variable Account. We will not substitute any shares attributable to your interest in a Sub-account of the Variable Account without notice to you and prior approval of the Securities and Exchange Commission, to the extent required by the Investment Company Act of 1940.

We reserve the right to establish additional Sub-accounts of the Variable Account, each of which would invest in shares of another mutual fund. You may then instruct us to allocate purchase payments or transfers to such Sub-accounts, subject to any terms set by us or the mutual fund. We reserve the right to limit the availability of funds for this Certificate.

In the event of any such substitution or change, we may by endorsement, make such changes as may be necessary or appropriate to reflect such substitution or change.

If we deem it to be in the best interests of persons having voting rights under the certificates, the Variable Account may be operated as a management company under the Investment Company Act of 1940 or it may be deregistered under such Act in the event such registration is no longer required.

Application for the Glenbrook Provider Ultra Variable Annuity Contract

GLENBROOK PROVIDER ULTRA VARIABLE ANNUITY
(FLEXIBLE PREMIUM DEFERRED VARIABLE ANNUITY)

Issued by: Glenbrook Life and Annuity Company PO Box 94042, Palatine, Illinois 60094

1. Owner(s)

Name _____ // M // F Birthdate ___/___/___ Address _____ Soc. Sec. No. ___-___-___
Street _____
Phone No. () _____ City State Zip
Name _____ // M // F Birthdate ___/___/___ Address _____ Soc. Sec. No. ___-___-___
Street _____
Relationship to Other Owner _____ City State Zip

2. Annuitant Leave blank if Annuitant is the same as sole Owner, otherwise complete.

Name _____ // M // F Birthdate ___/___/___ Address _____ Soc. Sec. No. ___-___-___
Street _____

City State Zip

3. Beneficiary(ies)

Primary Contingent Name Relationship to Owner %
// // _____
// // _____
// // _____
// // _____

4. Death Benefit Options

Choose one or any combination of the following:

Base Contract + // No Rider, or // Enhanced Death Benefit Rider, or // Enhanced Earnings Death Benefit Rider; or // Income Benefit Rider

5. Purchase Payment/Variable Account Plan Options

Initial Purchase Payment \$ _____

Please allocate the above amount in \$ or % (circle one) to the Variable Sub-Accounts specified below:

Total must equal 100%

// Balanced Fund ___ // Franklin Small Cap Fund ___ // UIF Equity Growth Portfolio ___
 // Diversified Income Fund ___ // Mutual Shares Securities ___ // UIF Fixed Income Portfolio ___
 // Government Securities Fund ___ // Templeton Developing Markets // UIF Global Equity Portfolio ___
 // Growth Fund ___ Securities ___ // UIF Mid Cap Value Portfolio ___
 // Growth and Income Fund ___ // Templeton Growth Securities ___ // UIF Value Portfolio ___
 // International Equity Fund ___ // Templeton International
 // Value Fund ___ Securities ___ Oppenheimer Funds
 // Aggressive Growth Fund/VA ___
 Dreyfus Goldman Sachs VIT // Capital Appreciation Fund/VA ___
 // The Dreyfus Socially Responsible // Capital Growth Fund ___ // Global Securities Fund/VA ___
 Growth Fund, Inc. ___ // CORE-SM- U.S. Equity Fund ___ // Main Street Growth and Income Fund/VA ___
 // Stock Index Fund ___ // CORE-SM- Small Cap Equity Fund ___ // Strategic Bond Fund/VA ___
 // VIF Growth & Income ___ // Global Income Fund ___
 // VIF Money Market ___ // International Equity Fund ___

Fidelity MFS
 // VIP Contrafund-R- ___ // Emerging Growth Series ___
 // VIP Equity-Income ___ // Growth with Income Series ___
 // VIP Growth ___ // New Discovery Series ___
 // VIP High Income ___ // Research Series ___

DCA Fixed Account
 (Subject to state availability) MVA Fixed Account (not available in GA, MD, OR, TX, WA)
 // Short Term DCA ___ // 1 Year Guarantee Period ___ // 7 Year Guarantee Period ___
 // Extended Short Term DCA ___ // 3 Year Guarantee Period ___ // 10 Year Guarantee Period ___
 // 5 Year Guarantee Period ___

6. Tax Qualified Plan

// Yes // No (If yes, complete the following.)

// Traditional IRA or // Roth IRA // SEP // Other _____ // Rollover // Transfer // Contribution \$ _____ Contribution Year _____

7. Replacement Information

Do you have any existing annuity or life insurance contracts? // Yes // No Will this annuity replace or change any existing annuity or life insurance? // Yes // No (If Yes, complete the following and appropriate form(s), i.e. 1035 Exchange or IRA/TSA Transfer plus any applicable state replacement form) Company _____ Policy No. _____ Date Policy Issued _____

8. Dollar-Cost Averaging Program (Subject to State availability)

// Short Term Dollar Cost Averaging Fixed Account - money will be transferred in equal monthly installments for ___ months* // Extended Short Term Dollar Cost Averaging Fixed Account - money will be transferred in equal monthly installments for ___ months* // Money Market - please transfer \$_____ from the Money Market Portfolio each month starting ___/___/___.

Please allocate the amount above to the sub-accounts specified below:

*Contact Glenbrook for current transfer period offered.

Note: Dollar-Cost Averaging into the Fixed Accounts is not available. This agreement ends automatically when the account value in the sub-account selected above has been depleted.

Sub-account % or \$	Sub-account % or \$	Sub-account % or \$	Sub-account % or \$
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Total = 100%

9. Automatic Portfolio Rebalancing Program

On a quarterly basis, please complete a transfer between the Variable Sub-accounts to achieve the ending percent allocation below: None of the money allocated to the MVA or DCA Fixed Accounts will be transferred as a result of this rebalancing program. // Keep in effect until notified otherwise. // Stop the Rebalancing Program on ___/___/___.

Sub-account %	Sub-account %	Sub-account %	Sub-account %
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

10. Automatic Additions Program

I authorize Glenbrook Life and Annuity Company (Glenbrook) to begin automatic debits from the account designated below. The funds withdrawn from this account shall be added to my annuity as an Automatic Addition (Purchase Payment) to the sub-accounts specified below:

The debit amount is \$_____. The debits should begin in _____.

(Month)

Debit my (check one) // Checking Account // Savings Account on the (check one) // 5th day or // 25th day of each (check one) // Month or // Quarter

Financial Institution _____ Address _____

ABA No. _____ Acct. No. _____ Please allow three business days for the payment to be credited to your annuity.

A VOIDED BLANK CHECK FOR THE ABOVE ACCOUNT MUST BE ATTACHED.

// Keep the Automatic Addition Program in effect until notified otherwise. // Stop the Automatic Addition Program on __/__/__.

Sub-account % or \$ Sub-account % or \$

11. Systematic Withdrawal Authorization

I hereby authorize Glenbrook Life and Annuity Company to make withdrawals of the amount indicated below. I understand that withdrawals may result in taxable income and, prior to owner's age of 59 1/2, may be subject to a 10% federal penalty. The Glenbrook Provider Ultra Variable Annuity allows up to 15% of purchase payments to be withdrawn each contract year. Withdrawals that exceed 15% may be assessed a withdrawal charge.

Please check frequency: // Monthly // Quarterly // Semi-Annually // Annually

Start Date: __/__/__

// Gross partial withdrawal. the check may differ from the requested amount due to applicable charges, adjustments or income tax withholding. Gross Amount \$_____.

// Net partial withdrawal. The check amount will equal the request amount. The Account Value will be reduced to reflect the amount received, as well as applicable charges, adjustments and income tax withholding. Net Account \$_____. Specify percentage or dollar amount to be withdrawn from each sub-account.

Sub-account % or \$ Sub-account % or \$

11a. Withholding Election (Required)

// I do want to have _____% federal tax withheld. If no percentage is indicated, 10% will be withheld.

// I do not want to have federal income tax withheld. Federal Income tax will be withheld unless this box is checked.

11b. Direct Deposit

Please deposit the above amount to: (check one) // Checking Account // Savings Account

Financial Institution _____ Address _____

ABA No. _____ Acct. No. _____ Please allow two business days for the payment to be credited to your account.

A VOIDED BLANK CHECK FOR THE ABOVE ACCOUNT MUST BE ATTACHED If, instead of a direct deposit, you wish to have a check mailed to you, complete the following:

Payee's Name _____ Acct. No.* _____ *if applicable Address _____

Notice of Withholding

You may elect not to have federal income tax withheld from the taxable portion of your distribution by contacting Glenbrook Life and Annuity Company. A withholding election will remain in effect until revoked, which you may do at any time. If you do not make payments of estimated tax, and do not have enough tax withheld, you may be subject to penalties under the estimated tax rules. GA, IA, MA, ME, OK, OR, VA and VT residents: If you choose to have federal income tax withheld, depending on the type of distribution, the laws of you state may require that state income tax be withheld. CA residents: If you choose to have federal income tax withheld, the laws of your state require that state income tax be withheld unless you specifically elect not to have state income tax withheld. You may contact us at any time to change or revoke your election. CT and MT residents: You may elect to have state income tax withheld. The withholding rate on withdrawals which are not distributions from a plan qualified under Internal Revenue Code Sections 401 or 403(b) is 10% of the taxable portion of the withdrawal. Distributions from a plan qualified under Internal Revenue Code Section 401 or 403(b) may be subject to 20% withholding. If you request such a distribution, you will receive a notice outlining the applicable rules.

12. Special Instructions

// I would like to receive a Statement of Additional Information (SAI).

13. Signature(s)

If this application is declined, Glenbrook Life and Annuity Company will have not liability except to return the purchase payment. I understand that any distribution from a Fixed Account prior to the end of a rate guarantee period may be subject to a Market Value Adjustment which may be negative or positive. I understand that annuity values and income payments based on the investment experience of a variable account are variable and are not guaranteed as to dollar amount. I have received the current prospectus for this variable annuity. I have read the above statements and any applicable fraud warning for my state. I represent that the information I have provided is complete and true to the base of my knowledge and belief.

Signed at _____ Date __/__/__ City State

Owner(s) Signature(s) _____

14. Agent Use Only

To the best of my knowledge, the insured has an existing annuity or life insurance contract. // Yes // No

Will the annuity applied for replace or change any existing annuity or life insurance? // Yes // No

Agent Name (Please print) _____ Phone No. () _____ Agent Signature _____ Soc. Sec. No.

_____-_____-____ Florida License ID number _____ Agent Option /A/ /B/ /C/ /D/

IMPORTANT INFORMATION

For applicants in Arizona: Upon your written request we will provide you, within a reasonable period of time, reasonable factual information regarding the benefits and provisions of the annuity contract for which you are applying. If for any reason you are not satisfied with the contract, you may return the contract within ten days after you receive it. If the contract you are applying for is a variable annuity, you will receive an amount equal to the sum of (i) the difference between the premiums paid and the amounts allocated to any account under the contract and (ii) the Contract Value on the date the returned contract is received by our company or our agent.

For applicants in Arkansas, Kentucky, Maine, New Mexico, Ohio, and Pennsylvania:

Any person who knowingly and with intent to defraud and insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

For applicants in Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

For applicants in the District of Columbia: Warning: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefit if false information materially related to a claim was provided by the applicant.

For applicants in Florida: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or on an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

1. Annuities are not FDIC Insured:

2. Annuities are not obligations of this bank:

3. The financial institution does not guarantee performance by the insurer issuing the annuity.

4. Variable annuities involve investment risk, including potential loss of principal.

5. Variable annuities are not protected by the Securities Investor Protection Corporation (SIPC) as to the loss of the principal amount invested.

For applicants in Louisiana: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

For applicants in New Jersey: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Mailing Address: Glenbrook Life and Annuity Company
P.O. Box 94042
Palatine, Illinois 60094

Sales Support: AFD inc: 1-877-254-0772

Overnight Address: Glenbrook Life and Annuity Company
300 N. Milwaukee Ave.
Vernon Hills, Illinois 60061

Customer Service: 1-800-755-5275

The Glenbrook Provider Ultra Variable Annuity is a flexible premium deferred variable annuity issued by Glenbrook Life and Annuity Company and underwritten by ALFS, Inc. Both are subsidiary affiliates of Allstate Life Insurance Company, headquartered in Northbrook, Illinois. The Glenbrook Provider Ultra Variable Annuity is sold through agreements with unaffiliated registered representatives, broker-dealers, and bank employees who are licensed annuity representatives.

Please read the prospectus carefully before you invest or send money.

Glenbrook Life and Annuity Company
A Stock Company

Headquarters: 3100 Sanders Road, Northbrook, Illinois 60062-7154

Flexible Premium Deferred Variable Annuity Contract

This Contract is issued to the Owner in consideration of the initial purchase payment. Glenbrook Life and Annuity Company will pay the benefits of this Contract, subject to its terms and conditions.

Throughout this Contract, "you" and "your" refer to the Contract owner(s). "We", "us "and" our" refer to Glenbrook Life and Annuity Company.

Contract Summary

This flexible premium deferred variable annuity provides a cash withdrawal benefit, a death benefit, and a settlement value during the Accumulation Phase and periodic income payments beginning on the Payout Start Date during the Payout Phase.

The dollar amount of income payments or other values provided by this Contract, when based on the investment experience of the Variable Account, varies to reflect the performance of the Variable Account. For amounts in the Guaranteed Maturity Fixed Account, the withdrawal benefit, the settlement value, transfers to other sub-accounts and any periodic income payments may be subject to a Market Value Adjustment which may result in an upward or downward adjustment of the amount distributed. The Death Benefit may be subject to an upward Market Value Adjustment of the amount distributed.

This Contract does not pay dividends.

The tax status of this Contract as it applies to the owner should be reviewed each year.

PLEASE READ YOUR CONTRACT CAREFULLY.

This is a legal Contract between the Contract owner(s) and Glenbrook Life and Annuity Company.

Return Privilege

Upon written request we will provide you with factual information regarding the benefits and provisions contained in this Contract. If you are not satisfied with this Contract for any reason, you may return it to us or our agent within 20 days after you receive it. We will refund any purchase payments allocated to the Variable Account, adjusted to reflect investment gain or loss from the date of allocation through the date of cancellation, plus any purchase payments allocated to the Fixed Account. (Where required by state law, we will refund any purchase payments.) If this Contract is qualified under Section 408 of the Internal Revenue Code, we will refund the greater of any purchase payments or the Contract Value. A refund under this return privilege excludes the actual amount of any Credit Enhancement.

If you have any questions about your Glenbrook Life variable annuity, please contact Glenbrook Life at(800)755-5275.

[GRAPHIC OMITTED][GRAPHIC OMITTED]

Secretary Chairman and Chief Executive Officer

Flexible Premium Deferred Variable Annuity

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ANNUITY DATA

CONTRACT NUMBER:.....44444444
ISSUE DATE:.....June 30, 2000
INITIAL PURCHASE PAYMENT:.....\$10,000.00
IRA
CREDIT ENHANCEMENT (as a percentage of Purchase Payment):4%
INITIAL ALLOCATION OF PURCHASE PAYMENT:
ALLOCATED
AMOUNT (%)
VARIABLE ACCOUNT
Fund Manager Sub-account a 10%

Fund Manager Sub-account b 10%
Fund Manager Sub-account c 10%
Fund Manager Sub-account d 10%
Fund Manager Sub-account e 10%
Fund Manager Sub-account f 10%

CURRENT RATE
ALLOCATED ANNUALIZED GUARANTEED
AMOUNT (%) INTEREST RATE THROUGH

GUARANTEED MATURITY FIXED ACCOUNT
1 Year Guarantee Period 10% 4.25% 06/30/2001
3 Year Guarantee Period 5% 4.75% 06/30/2003
5 Year Guarantee Period 5% 5.25% 06/30/2005
7 Year Guarantee Period 5% 5.50% 06/30/2007
10 Year Guarantee Period 5% 5.75% 06/30/2010

SHORT TERM DOLLAR COST AVERAGING FIXED ACCOUNT
5% 4.50% 12/30/2000

EXTENDED SHORT TERM DOLLAR COST AVERAGING FIXED ACCOUNT
5% 5.00% 06/30/2001

MINIMUM GUARANTEED RATE

Dollar Cost Averaging Fixed Accounts:.....3.00%

PAYOUT START DATE:.....July 1, 2055
(The date annuity payments are anticipated to begin)

OWNER:.....John Doe

ANNUITANT:.....John Doe
AGE AT ISSUE:.....35
SEX:.....Male

PRIMARY BENEFICIARY RELATIONSHIP TO OWNER PERCENTAGE

Jane Doe Wife 100%

CONTINGENT BENEFICIARY RELATIONSHIP TO OWNER PERCENTAGE

Jane Doe Daughter 100%

THE PERSONS INVOLVED

Owner. The person named at the time of application is the Owner of this Contract unless subsequently changed. As Owner, you will receive any periodic income payments, unless you have directed us to pay them to someone else. The Contract cannot be jointly owned by both a non-living person and a living person.

You may exercise all rights stated in this Contract, subject to the rights of any irrevocable Beneficiary.

You may change the Owner at any time by written notice in a form satisfactory to us. If the Owner is a living person, you may change the Annuitant prior to the Payout Start Date by written notice in a form satisfactory to us. Once we accept a change, it takes effect as of the date you signed the request. Each change is subject to any payment we make or other action we take before we accept it.

You may not assign an interest in this Contract as collateral or security for a loan. However, you may assign periodic income payments under this Contract prior to the Payout Start Date. We are bound by an assignment only if it is signed by the assignor and filed with us. We are not responsible for the validity of an assignment.

If the sole surviving Owner dies prior to the Payout Start Date, the Beneficiary becomes the new Owner. If the sole surviving Owner dies after the Payout Start Date, the Beneficiary becomes the new Owner as described in the Beneficiary provision and will receive any subsequent guaranteed income payments.

If more than one person is designated as Owner:

- Owner as used in this Contract refers to all people named as Owners, unless otherwise indicated;
- any request to exercise ownership rights must be signed by all Owners; and
- on the death of any person who is an Owner, the surviving person(s) named as Owner will continue as Owner.

Annuitant. The Annuitant is the person named on the Annuity Data Page, but may be changed by the Owner, as described above. The Annuitant must be a living person. If the Annuitant dies prior to the Payout Start Date, the new Annuitant will be:

- the youngest Owner; otherwise,
- the youngest Beneficiary.

Beneficiary. The Beneficiary is the person(s) named on the Annuity Data Page unless later changed by the Owner. The Primary Beneficiary is the Beneficiary(ies) who is first entitled to receive benefits under the Contract upon the death of the sole surviving Owner. The Contingent Beneficiary is the Beneficiary(ies) who is entitled to receive benefits under the Contract after the death of all Primary Beneficiary(ies).

You may change or add Beneficiaries at any time by written notice in a form satisfactory to us before income payments begin, unless you have designated an irrevocable Beneficiary. Once we accept a change, it takes effect as of the date you signed the request. Any change is subject to any payment we make or other action we take before we accept it.

- Benefits Payable to Beneficiaries

- If the sole surviving Owner dies after the Payout Start Date, the Beneficiary(ies) will receive any guaranteed income payments scheduled to continue.

- If the sole surviving Owner dies before the Payout Start Date, the Beneficiary(ies) may elect to receive a Death Benefit or become the new Owner.

- Order of Payment of Benefits

As described above under Benefits Payable to Beneficiaries, Beneficiary(ies) will receive any guaranteed income payments scheduled to continue, or the right to elect to receive a Death Benefit or become the new Owner, in the following order of classes:

- Primary Beneficiary

Upon the death of the sole surviving Owner before the Payout Start Date, the Primary Beneficiary(ies), if living, will have the right to elect to receive a Death Benefit or become the new Owner with rights as defined in the Death of Owner provision. Upon the death of the sole surviving Owner after the Payout Start Date, Primary Beneficiary(ies), if living, will receive the guaranteed income payments scheduled to continue.

- Contingent Beneficiary

Before the Payout Start Date the Contingent Beneficiary, if living, will have the right to elect to receive a Death Benefit or become the new Owner with rights as defined in the Death of Owner provision upon the death of the Owner if all Primary Beneficiaries die before the sole surviving Owner. After the Payout Start Date the Contingent Beneficiary, if living, will receive the guaranteed income payments scheduled to continue upon the death of the Owner if all Primary Beneficiaries die before the sole surviving Owner.

If none of the named Beneficiaries are living when the sole surviving Owner dies, or if a Beneficiary has not been named, the new Beneficiary will be:

- your spouse, or if he or she is no longer living,

- your surviving children equally, or if you have no surviving children,

- your estate.

Unless you have provided directions to the contrary, the Beneficiaries will take equal shares. If there is more than one Beneficiary in a class and one of the Beneficiaries predeceases the Owner, the remaining Beneficiaries in that class will divide the deceased Beneficiary's share.

ACCUMULATION PHASE

Accumulation Phase Defined. The "Accumulation Phase" is the first of two phases during your Contract. The Accumulation Phase begins on the issue date stated on the Annuity Data Page. This phase will continue until the Payout Start Date unless this Contract is terminated before that date.

Contract Year. The one year period beginning on the issue date and on each anniversary of the issue date.

Purchase Payments. Purchase payments are initial and subsequent payments made by you, and do not include any Credit Enhancement. The initial payment is shown on the Annuity Data Page. You may make subsequent purchase payments during the Accumulation Phase. We may limit the amount of each purchase payment that we will accept to a minimum of \$50 and a maximum of \$1,000,000. We may limit your ability to make subsequent purchase payments in order to comply with the laws of the state where this Contract is delivered. We will invest the purchase payments in the Investment Alternatives you select. You may allocate any portion of your purchase payment in whole percents from 0% to 100% or in exact dollar amounts to any of the Investment Alternatives. The total allocation must equal 100%.

The allocation of the initial purchase payment is shown on the Annuity Data Page. Allocation of each subsequent purchase payment will be the same as the allocation for the most recent purchase payment unless you change the allocation. You may change the allocation of subsequent purchase payments at any time, without charge, simply by giving us written notice. Any change will be effective at the time we receive the notice.

Initial Purchase Payment Allocation. If the Return Privilege provision requires us to refund purchase payments, then during the Return Privilege period, we reserve the right to invest any purchase payments you allocated to the Variable Account to a Money Market Variable Sub-Account available under this Contract. We will notify you if we do so. At the end of the Return Privilege period, the amount in the Money Market Variable Sub-Account will be allocated to the Variable Account as originally designated by you. This allocation will not be considered a transfer.

Investment Alternatives. Investment Alternatives are the Sub-accounts of the Variable Account, the Short Term Dollar Cost Averaging Fixed Account, the Extended Short Term Dollar Cost Averaging Fixed Account, and the Guarantee Periods of the Guaranteed Maturity Fixed Account shown on the Application. We may offer additional Sub-accounts of the Variable Account at our discretion. We reserve the right to limit the availability of the Investment Alternatives.

Credit Enhancement. A "Credit Enhancement" will be allocated to the Investment Alternatives you selected at the time of a purchase payment. It will be allocated among the Investment Alternatives in the same proportions as the purchase payment. The amount of your Credit Enhancement will be the percentage of your purchase payment indicated on the Annuity Data Page multiplied by the purchase payment. We do not consider Credit Enhancements to be an investment in the Contract for income tax purposes.

Variable Account. The "Variable Account" for this Contract is the Glenbrook Life Multi-Manager Variable Account. This account is a separate investment account to which we allocate assets contributed under this and certain other Contracts. The income, gains and losses, realized or unrealized, from assets allocated to the Variable Account are credited to or charged against the account without regard to our other income, gains or losses.

Variable Sub-accounts. The Variable Account is divided into Sub-accounts. Each Sub-account invests solely in the shares of the mutual fund underlying that Sub-account.

Fixed Account Options. The Fixed Account Options are the Short Term Dollar Cost Averaging Fixed Account, the Extended Short Term Dollar Cost Averaging Fixed Account, and the Guarantee Periods of the Guaranteed Maturity Fixed Account.

Short Term Dollar Cost Averaging Fixed Account. Money in the Short Term Dollar Cost Averaging Fixed Account will earn interest at the annual rate in effect at the time of allocation to the Short Term Dollar Cost Averaging Fixed Account. Each purchase payment, Credit Enhancement, and associated interest in the Short Term Dollar Cost Averaging Fixed Account must be transferred to Sub-accounts of the Variable Account according to your current allocation instructions in equal monthly installments within the selected transfer period. You may select a transfer period of no less than 3 months or more than 6 months. If you discontinue the Dollar Cost Averaging program before the end of the transfer period, the remaining balance in the Short Term Dollar Cost Averaging Fixed Account will be transferred to the Money Market Variable Sub-Account unless you request a different Investment Alternative. No amount may be transferred into the Short Term Dollar Cost Averaging Fixed Account.

For each purchase payment, the first transfer from the Short Term Dollar Cost Averaging Fixed Account must occur within one month of the date of payment. If we do not receive an allocation instruction from you within one month of the date of payment, the payment plus associated interest and Credit Enhancement will be transferred to the Money Market Variable Sub-Account in equal monthly installments within the selected transfer period.

Extended Short Term Dollar Cost Averaging Fixed Account. Money in the Extended Short Term Dollar Cost Averaging Fixed Account will earn interest at the annual rate in effect at the time of allocation to the Extended Short Term Dollar Cost Averaging Fixed Account. Each purchase payment, Credit Enhancement, and associated interest in the Extended Short Term Dollar Cost Averaging Fixed Account must be transferred to Sub-accounts of the Variable Account according to your current allocation instructions in equal monthly installments within the selected transfer period. You may select a transfer period of no less than 7 months or more than 12 months. If you discontinue the Dollar Cost Averaging program before the end of the transfer period, the remaining balance in the Extended Short Term Dollar Cost Averaging Fixed Account will be transferred to the Money Market Variable Sub-Account unless you request a different Investment Alternative. No amount may be transferred into the Extended Short Term Dollar Cost Averaging Fixed Account.

For each purchase payment, the first transfer from the Extended Short Term Dollar Cost Averaging Fixed Account must occur within one month of the date of payment. If we do not receive an allocation instruction from you within one month of the date of payment, the payment plus associated interest and Credit Enhancement will be transferred to the Money Market Variable Sub-Account in equal monthly installments within the selected transfer period.

Guaranteed Maturity Fixed Account. The Guaranteed Maturity Fixed Account is divided into Guarantee Periods. A Guarantee Period is identified by the date the Guarantee Period begins and the duration of the Guarantee Period. You create a Guarantee Period when:

- you make a purchase payment; or
- you select a new Guarantee Period after the prior Guarantee Period expires; or
- you transfer an amount from an existing Sub-account of the Variable Account, from another Guarantee Period of the Guaranteed Maturity Fixed Account, or from any Fixed Account Options.

You must select the Guarantee Period for all purchase payments and transfers allocated to the Guaranteed Maturity Fixed Account. If you do not select a Guarantee Period for a purchase payment or transfer, we will assign the same period(s) as used for the most recent purchase payment. Guarantee Periods are offered at our discretion and may range from one to ten years. We may change the Guarantee Periods available for future purchase payments or transfers allocated to the Guaranteed Maturity Fixed Account.

We will mail you a notice prior to the expiration of each Guarantee Period outlining the options available at the end of the Guarantee Period. During the 30 day period after a Guarantee Period expires you may:

- take no action and we will automatically apply the Guarantee Period value to a Guarantee Period of the same duration as the Guarantee Period that just expired to be established on the day the previous Guarantee Period expired; or
- notify us to apply the Guarantee Period value to one or more new Guarantee Periods to be established on the day the previous Guarantee Period expired; or
- notify us to apply the Guarantee Period value to any Sub-account of the Variable Account on the day we receive the notification; or
- receive a portion of the Guarantee Period value or the entire Guarantee Period value through a partial or full withdrawal that is not subject to a Market Value Adjustment; however, a Withdrawal Charge and taxes may apply. We will pay interest from the date the Guarantee Period expires until the date of the withdrawal.

Crediting Interest. We credit interest daily to money allocated to the Fixed Account Options at rates which compound over one year at the current annualized interest rates when the money was allocated. We will credit interest to the initial purchase payment including Credit Enhancement allocated to any Fixed Account Options from the issue date. We will credit interest to subsequent purchase payments including Credit Enhancement allocated to any Fixed Account Option from the date we receive them. We will credit interest to transfers from the date the transfer is made. The annualized interest rate for the Short Term Dollar Cost Averaging Fixed Account and the Extended Short Term Dollar Cost Averaging Fixed Account will never be less than 3%.

Transfers. Prior to the Payout Start Date, you may transfer amounts between Investment Alternatives. You may make 12 transfers per Contract Year without charge. We reserve the right to charge a transfer fee of up to .50% of the transfer amount per transaction on any transfer after the 12th transfer in a Contract Year, but each transfer fee will be no less than \$10. Transfers are subject to the following restrictions:

- No amount may be transferred into the Short Term Dollar Cost Averaging Fixed Account or the Extended Short Term Dollar Cost Averaging Fixed Account.

At the end of the transfer period, any remaining portion of the purchase payment and interest in the Short Term Dollar Cost Averaging Fixed Account or the Extended Short Term Dollar Cost Averaging Fixed Account will be allocated to other Investment Alternatives as set forth in the current Short Term Dollar Cost Averaging Fixed Account or the Extended Short Term Dollar Cost Averaging Fixed Account allocations.

- Any transfer from a Guarantee Period of the Guaranteed Maturity Fixed Account will be subject to a Market Value Adjustment unless the transfer occurs during the 30 day period after the Guarantee Period expires.

- We reserve the right to limit the number of transfers among the Variable Sub-accounts in any Contract Year or to refuse any transfer request for an Owner or certain Owners if:

- In our sole discretion, we believe that excessive trading by such Owner or Owners or a specific transfer request or group of transfer requests may have a detrimental effect on Unit Values or the share prices of the underlying mutual funds or would be to the disadvantage of other Contract Owners; or

- We are informed by one or more of the underlying mutual funds that the purchase or redemption of shares is to be restricted because of excessive trading or a specific transfer or group of transfers is deemed to have a detrimental effect on share prices of affected underlying mutual funds.

Such restrictions may be applied in any manner which is reasonably designed to prevent any use of the transfer right which is considered by us to be to the disadvantage of the other Contract Owners.

We reserve the right to waive the transfer fees and restrictions contained in this Contract.

Contract Value. On the issue date of the Contract, the "Contract Value" is equal to the initial purchase payment plus the Credit Enhancement. After the issue date, the "Contract Value" is equal to the sum of:

- the number of Accumulation Units you hold in each Sub-account of the Variable Account multiplied by the Accumulation Unit Value for that Sub-account on the most recent Valuation Date; plus

- the total value you have in the Short Term Dollar Cost Averaging Fixed Account and the Extended Short Term Dollar Cost Averaging Fixed Account; plus

- the sum of Guarantee Period values in the Guaranteed Maturity Fixed Account.

Accumulation Units and Accumulation Unit Value. Amounts which you allocate to a Sub-account of the Variable Account are used to purchase Accumulation Units in that Sub-account. The number of Accumulation Units purchased is determined by dividing the amount allocated by the Sub-account's Accumulation Unit Value as of the end of the Valuation Period when the allocation occurs.

Accumulation Unit Value is determined Monday through Friday on each day that the New York Stock Exchange is open for business. A Variable Account Accumulation Unit Value is determined for each Sub-account. The Accumulation Unit Value for each Sub-account will vary with the price of a share in the portfolio the Sub-account invests in, and in accordance with the Mortality and expense Risk Charge, Administrative Expense Charge, and any provision for taxes.

Assessment of Withdrawal Charges and transfers are done separately for each Contract. They are made by redemption of Accumulation Units and do not affect Accumulation Unit Value.

The Accumulation Unit Value for each Sub-account at the end of any Valuation Period is calculated by multiplying the Accumulation Unit Value at the end of the immediately preceding Valuation Period by the Sub-account's Net Investment Factor for the Valuation Period. The Accumulation Unit Values may go up or down.

Additions or transfers to a Sub-account of the Variable Account will increase the number of Accumulation Units for that Sub-account. Withdrawals or transfers from a Sub-account of the Variable Account will decrease the number of Accumulation Units for that Sub-account.

Valuation Period and Valuation Date. A "Valuation Period" is the time interval between the closing of the New York Stock Exchange on consecutive Valuation Dates. A "Valuation Date" is any date the New York Stock Exchange is open for trading.

Net Investment Factor. For each Variable Sub-account, the "Net Investment Factor" for a Valuation Period is equal to:

- The sum of:

- the net asset value per share of the mutual fund portfolio underlying the sub-account determined at the end of the current Valuation Period, plus

- the per share amount of any dividend or capital gain distributions made by the mutual fund portfolio underlying the subaccount during the current Valuation Period.

- Divided by the net asset value per share of the mutual fund portfolio underlying the sub-account determined as of the end of the immediately preceding Valuation Period.

- The result is reduced by the Mortality and Expense Risk Charge and the Administrative Expense Charge corresponding to the portion of the 365 day year (366 days for a leap year) that is in the current Valuation Period.

The Net Investment Factor may be greater or less than or equal to one; therefore, the value of an Accumulation Unit may increase, decrease, or remain the same.

Charges. The charges for this Contract include Administrative Expense Charges, Mortality and Expense Risk Charges, Contract Maintenance Charges, transfer charges, and applicable taxes. If withdrawals are made, the Contract may also be subject to Withdrawal Charges and Market Value Adjustments.

Administrative Expense Charge. The annualized Administrative Expense Charge will never be greater than 0.10%. (See Accumulation Units and Accumulation Unit Value for a description of how this charge is applied.)

Mortality and Expense Risk Charge. The annualized Mortality and Expense Risk Charge will never be greater than 1.40%. (See Accumulation Units and Accumulation Unit Value for a description of how this charge is applied.)

Our actual mortality and expense experience will not adversely affect the dollar amount of variable benefits or other contractual payments or values under this Contract.

Contract Maintenance Charge. Prior to the Payout Start Date, a Contract Maintenance Charge will be deducted from your Contract Value on each Contract Anniversary. The charge will be deducted on a pro-rata basis from each Sub-account of the Variable Account in the proportion that your value in each bears to your total value in all Sub-accounts of the Variable Account. A reduced Contract Maintenance Charge proportional to the part of the Contract Year elapsed will also be deducted if the Contract is terminated on any date other than a Contract Anniversary. After the Payout Start Date the Contract Maintenance Charge will be deducted in equal parts from each income payment. The annualized charge will never be greater than \$35 per Contract Year. The Contract Maintenance Charge will be waived if, on the Contract Anniversary or upon full surrender the total Contract Value is \$50,000 or more, or if all money is allocated to the Fixed Account(s) on the Contract Anniversary.

Taxes. Any premium tax relating to this Contract may be deducted from purchase payments or the Contract Value when the tax is incurred or at a later time.

Withdrawal. You have the right, subject to the restrictions and charges described in this Contract, to withdraw part or all of your Contract Value at any time during the Accumulation Phase. A withdrawal must be at least \$50. If any withdrawal reduces the Contract Value to less than \$2,000, we will treat the request as a withdrawal of the entire Contract Value. If you withdraw the entire Contract Value, the Contract will terminate.

You must specify the Investment Alternative(s) from which you wish to make a withdrawal. When you make a withdrawal, your Contract Value will be reduced by a withdrawal amount equal to the amount paid to you and any applicable Withdrawal Charge, Market Value Adjustment, and taxes.

Any Withdrawal Charge or Market Value Adjustment will be waived on withdrawals taken to satisfy IRS minimum distribution rules. This waiver is permitted only for withdrawals which satisfy distributions resulting from this Contract.

Free Withdrawal Amount. Each Contract Year the Free Withdrawal Amount is equal to 15% of the amount of purchase payments excluding any Credit Enhancement. Each Contract Year you may withdraw the Free Withdrawal Amount without any Withdrawal Charge or Market Value Adjustment. Each Contract Year begins on the anniversary of the date the Contract was established. Any Free Withdrawal Amount which is not withdrawn in a year may not be carried over to increase the Free Withdrawal Amount in a subsequent year.

Withdrawal Charge. To determine the Withdrawal Charge, we assume that purchase payments are withdrawn first, beginning with the oldest payment. When all purchase payments have been withdrawn, additional withdrawals will not be assessed a Withdrawal Charge.

Withdrawals in excess of the Free Withdrawal Amount will be subject to a Withdrawal Charge as follows:

Payment Year: 1 2 3 4 5 6 7 8 9 and Later

Percentage: 8% 8% 8% 8% 7% 6% 5% 4% 3% 0%

For each purchase payment withdrawal, the "Payment Year" in the table is measured from the date we received the purchase payment. The Withdrawal Charge is determined by multiplying the percentage corresponding to the Payment Year times that part of each purchase payment withdrawal that is in excess of the Free Withdrawal Amount.

Market Value Adjustment. Activities in a Guarantee Period of the Guaranteed Maturity Fixed Account that may be subject to a Market Value Adjustment are withdrawals in excess of the Free Withdrawal Amount, transfers, death benefits, and amounts applied to an income plan. An activity will be subject to a Market Value Adjustment unless:

- it occurs during the 30 day period after a Guarantee Period expires; or
- it is a transfer that is part of a Dollar Cost Averaging program.

A Market Value Adjustment is an increase or decrease in the amount reflecting changes in the level of interest rates since the Guarantee Period was established. As used in this provision, "Treasury Rate" means the U. S. Treasury Note Constant Maturity yield as reported in Federal Reserve Bulletin Release H.15. The Market Value Adjustment is based on the following:

I = the Treasury Rate for a maturity equal to the Guarantee Period duration for the week preceding the establishment of the Guarantee Period;

J = the Treasury Rate for a maturity equal to the Guarantee Period for the week preceding the receipt of the withdrawal request, death benefit request, transfer request, or Income Payment request;

N = the number of whole and partial years from the date we receive the withdrawal, transfer, or Death Benefit request, or from the Payout Start Date, to the end of the Guarantee Period;

An adjustment factor is determined from the following formula:

$$.9 \times \{I - (J + .0025)\} \times N$$

The amount subject to a Market Value Adjustment that is deducted from a Guarantee Period of the Guaranteed Maturity Fixed Account is multiplied by the adjustment factor to determine the amount of the Market Value Adjustment.

Any Market Value Adjustment will be waived on withdrawals taken to satisfy IRS minimum distribution rules. This waiver is permitted only for withdrawals which satisfy distributions resulting from this Contract.

Death of Owne. If you die prior to the Payout Start Date, the new Owner will be the surviving Owner. If there is no surviving Owner, the new Owner will be the Beneficiary(ies) as described in the Beneficiary provision. The new Owner will have the options described below.

1. If the sole new Owner is your spouse:

- a. Your spouse may elect, within 180 days of the date of your death, to receive the Death Benefit described below in a lump sum.
- b. Your spouse may elect, within 180 days of the date of your death, to receive an amount equal to the Death Benefit paid out under one of the Income Plans described in the Payout Phase section. The Payout Start Date must be within one year of your date of death. Income Payments must be:

i. over the life of your spouse; or

ii. for a guaranteed number of payments from 5 to 30 years but not to exceed the life expectancy of your spouse; or

iii. Over the life of your spouse with a guaranteed number of payments from 5 to 30 years but not to exceed the life expectancy of your spouse.

c. If your spouse does not elect one of the options above, then your spouse may continue the Contract in the Accumulation Phase as if the death had not occurred. If the Contract is continued in the Accumulation Phase, the following conditions apply:

- On the day the Contract is continued, the Contract Value will be the Death Benefit as determined at the end of the Valuation Period during which we received due proof of death. The excess, if any, of the death benefit amount over the Contract Value will be allocated to the Variable Sub-accounts. This excess will be allocated in proportion to your Contract Value in those Sub-accounts as of the end of the Valuation Period during which we receive Due Proof of Death. Any portion of this excess attributed to the Fixed Account Options will be allocated to the Money Market Variable Sub-account. Within 30 days of the date the Contract is continued, your surviving spouse may choose one of the following transfer alternatives without incurring a transfer fee:

- Transfer all or a portion of the excess among the Variable Sub-accounts;

- Transfer all or a portion of the excess into the Guarantee Maturity Fixed Account and begin a new Guarantee Period; or

- Transfer all or a portion of the excess into a combination of Variable Sub-accounts and the Guarantee Maturity Fixed Account.

Any such transfer does not count as one of the free transfers allowed each Contract Year and is subject to any minimum allocation amount specified in your Contract.

- The surviving spouse may make a single withdrawal of any amount within one year of the date of death without incurring a Withdrawal Charge or Market Value Adjustment. # Prior to the Payout Start Date, the Death Benefit of the continued Contract will be the greater of:

- the sum of all purchase payments including Credit Enhancements reduced by a withdrawal adjustment, as defined in the Death Benefit provision; or

- the Contract Value on the date we determine the Death Benefit; or

- the Contract Value on each Death Benefit Anniversary prior to the date we determine the Death Benefit, increased by any purchase payments and Credit Enhancement made since that Death Benefit Anniversary and reduced by a withdrawal adjustment, as defined in the Death Benefit provision.

- Only one spousal continuation is allowed under this Contract.

2. If the new Owner is not your spouse but is a living person, then this new Owner has the following options:

a. The new Owner may elect, within 180 days of the date of your death, to receive the death benefit described below in a lump sum.

b. The new Owner may elect, within 180 days of the date of your death, to receive an amount equal to the Death Benefit paid out under one of the Income Plans described in the Payout Phase section. The Payout Start Date must be within one year of your date of death. Income Payments must be:

i. over the life of the new Owner; or

ii. for a guaranteed number of payments from 5 to 30 years but not to exceed the life expectancy of the new Owner; or

iii. Over the life of the new Owner with a guaranteed number of payments from 5 to 30 years but not to exceed the life expectancy of the new Owner.

c. The new Owner may elect to receive the Settlement Value payable in a lump sum within 5 years of your date of death.

3. If the new Owner is a corporation or other non-living person:

a. The non-living Owner may elect, within 180 days of your death, to receive the Death Benefit in a lump sum.

b. The non-living Owner may elect to receive the Settlement Value payable in a lump sum within 5 years of your date of death.

If any new Owner is a non-living person, all new Owners will be considered to be non-living persons for the above purposes.

If the new Owner who is not your spouse does not make one of the above described elections, the Settlement Value must be withdrawn by the new Owner on or before the mandatory distribution date 5 years after your date of death. Under any of these options, all ownership rights are available to the new Owner from the date of your death to the date on which the Death Benefit or Settlement Value is paid. We reserve the right to extend, on a non-discriminatory basis, the period of time in which we will use the Death Benefit rather than the Settlement Value to determine the payment amount. The death benefit will be at least as high as the Settlement Value. This right applies only to the amount payable as death benefit proceeds and in no way restricts when a claim may be filed.

Death of Annuitant If the Annuitant who is not also the Owner dies prior to the Payout Start Date, the Owner must elect an applicable option listed below.

1. If the Owner is a living person, then the Contract will continue with a new Annuitant as described in the Annuitant provision above.

2. If the Owner is a non-living Person:

a. The Owner may elect, within 180 days of the Annuitant's date of death, to receive the Death Benefit in a lump sum; or

b. The Owner may elect to receive the Settlement Value payable in a lump sum within 5 years of the Annuitant's date of death.

If the non-living Owner does not make one of the above described elections, the Settlement Value must be withdrawn on or before the mandatory distribution date 5 years after the Annuitant's death.

Under any of these options, all ownership rights are available to the non-living Owner from the date of the Annuitant's death to the date on which the Death Benefit or Settlement Value is paid. We reserve the right to extend, on a non-discriminatory basis, the period of time in which we will use the Death Benefit rather than the Settlement Value to determine the payment amount. The death benefit will be at least as high as the Settlement Value. This right applies only to the amount payable as death benefit proceeds and in no way restricts when a claim may be filed.

Death Benefit. Prior to the Payout Start Date, the death benefit is equal to the greatest of:

- the Contract Value as of the date we determine the death benefit; or

- the Settlement Value as of date we determine the death benefit; or

- the Contract Value on each Death Benefit Anniversary prior to the date we determine the death benefit, increased by purchase payments including Credit Enhancements made since that Death Benefit Anniversary and reduced by an adjustment for any partial withdrawals since that Death Benefit Anniversary.

The adjustment is equal to (A) divided by (B) and the result multiplied by (C) where:

(A) is the withdrawal amount.

(B) is the Contract Value immediately prior to the withdrawal.

(C) is the Contract Value on the Death Benefit Anniversary adjusted by any prior purchase payments and Credit Enhancements or withdrawals made since that Anniversary.

The first Death Benefit Anniversary is the issue date. Subsequent Death Benefit Anniversaries are those Contract anniversaries that are multiples of 7 Contract Years, beginning with the 7th Contract Anniversary. For example, the issue date, 7th, and 14th Contract anniversaries are the first three Death Benefit anniversaries.

We will determine the value of the death benefit as of the end of the Valuation Period during which we receive a complete request for payment of the death benefit. A complete request includes due proof of death.

Settlement Value. The Settlement Value is the same amount that would be paid in the event of withdrawal of the Contract Value. We will calculate the Settlement Value at the end of the Valuation Period coinciding with the requested distribution date for payment or on the mandatory distribution date of 5 years after the date of death.

PAYOUT PHASE

Payout Phase Defined. The "Payout Phase" is the second of the two phases during your Contract. During this phase the Contract Value adjusted by any Market Value Adjustment and less any applicable taxes is applied to the Income Plan you choose and is paid out as provided in that plan.

The Payout Phase begins on the Payout Start Date. It continues until we make the last payment as provided by the Income Plan chosen.

Payout Start Date. The "Payout Start Date" is the date the Contract Value adjusted by any Market Value Adjustment and less any applicable taxes is applied to an Income Plan. The anticipated Payout Start Date is shown on the Annuity Data Page. You may change the Payout Start Date by writing to us at least 30 days prior to this date.

The Payout Start Date must be at least 30 days after the Issue Date, and occur on or before the later of:

- the Annuitant's 90th birthday; or

- the 10th anniversary of this Contract's issue date.

Income Plans. An "Income Plan" is a series of payments on a scheduled basis to you or to another person designated by you. The Contract Value on the Payout Start Date adjusted by any Market Value Adjustment and less any applicable taxes, will be applied to your Income Plan choice from the following list:

1. Life Income with Guaranteed Payments. We will make payments for as long as the Annuitant lives. If the Annuitant dies before the selected number of guaranteed payments have been made, we will continue to pay the remainder of the guaranteed payments.

2. Joint and Survivor Life Income with Guaranteed Payments. We will make payments for as long as either the Annuitant or joint Annuitant, named at the time of Income Plan selection, lives. If both the Annuitant and the joint Annuitant die before the selected number of guaranteed payments have been made, we will continue to pay the remainder of the guaranteed payments.

3. Guaranteed Number of Payments. We will make payments for a specified number of months beginning on the Payout Start Date. These payments do not depend on the Annuitant's life. The number of months guaranteed may be from 60 to 360. Income payments for less than 120 months may be subject to a Withdrawal Charge.

We reserve the right to make available other Income Plans.

Income Payments. Income payment amounts may vary based on any Sub-account of the Variable Account and/or may be fixed for the duration of the Income Plan. The method of calculating the initial payment is different for Variable Amount Income Payments and Fixed Amount Income Payments. The Contract Maintenance Charge will be deducted in equal payments from each income payment. The Contract Maintenance Charge will be waived if the total Contract Value is \$50,000 or more as of the Payout Start Date.

Variable Amount Income Payments. The initial income payment based upon the Variable Account is calculated by applying the portion of the Contract Value in the Variable Account on the Payout Start Date, less any applicable premium tax, to the appropriate value from the Income Payment Table selected. Subsequent income payments will vary depending upon the changes in the Annuity Unit Values for the Sub-accounts upon which the income payments are based.

The portion of the initial income payment based upon a particular Variable Sub-account is determined by applying the amount of the Contract Value in that Sub-account on the Payout Start Date, less any applicable premium tax, to the appropriate value from the Income Payment Table. This portion of the initial income payment is divided by the Annuity Unit Value on the Payout Start Date for that Variable Sub-account to determine the number of Annuity Units from that Sub-account which will be used to determine subsequent income payments. Unless Annuity Transfers are made between Sub-accounts, each subsequent income payment from that Sub-account will be that number of Annuity Units times the Annuity Unit Value for the Sub-account for the Valuation Date on which the income payment is made.

Annuity Unit Value. The Annuity Unit Value for each Sub-account of the Variable Account at the end of any Valuation Period is calculated by:

- multiplying the Annuity Unit Value at the end of the immediately preceding Valuation Period by the Sub-account's Net Investment Factor during the period; and then
- dividing the result by 1.000 plus the assumed investment rate for the period. The assumed investment rate is an effective annual rate of 3%.

Fixed Amount Income Payments. The income payment amount derived from any money allocated to the Fixed Account Options during the Accumulation Phase are fixed for the duration of the Income Plan. The Fixed Amount Income Payment is calculated by applying the portion of the Contract Value in the Fixed Account Options on the Payout Start Date, adjusted by any Market Value Adjustment plus any amount from the Variable Account that the Owner elects to apply to a Fixed Amount Income Payment and less any applicable premium tax, to the greater of the appropriate value from the Income Payment Table selected or such other value as we are offering at that time.

Annuity Transfers. After the Payout Start Date, you may transfer among the variable subaccounts. You may make up to 12 transfers per Contract year. No transfers may be made from the Fixed Amount Income Payment. Transfers from the Variable Amount Income Payment to the Fixed Amount Income Payment may not be made for six months after the Payout Start Date.

Payout Terms and Conditions. The income payments are subject to the following terms and conditions:

- If the Contract Value is less than \$2,000, or not enough to provide an initial payment of at least \$20, we reserve the right to:
 - change the payment frequency to make the payment at least \$20; or
 - terminate the Contract and pay you the Contract Value adjusted by any Market Value Adjustment and less any applicable taxes in a lump sum.
- If we do not receive a written choice of an Income Plan from you at least 30 days before the Payout Start Date, the Income Plan will be life income with guaranteed payments for 120 months.
- If you choose an Income Plan which depends on any person's life, we may require:
 - proof of age and sex before income payments begin; and
 - proof that the Annuitant or joint Annuitant is still alive before we make each payment.
- After the Payout Start Date, the Income Plan cannot be changed and withdrawals cannot be made unless variable income payments are being made under Income Plan 3. You may terminate all or a portion of the income payments being made under Income Plan 3 at any time and withdraw their value, subject to Withdrawal Charges by writing to us. For Variable Amount Income Payments, this value is equal to the present value of the Variable Amount Income Payments being terminated, calculated using a discount rate equal to the assumed investment rate that was used in determining the initial variable payment.
- If any Owner dies during the Payout Phase, the remaining income payments will be paid to the successor Owner as scheduled.

INCOME PAYMENT TABLES

The initial income payment will be at least the amount based on the adjusted age of the Annuitant(s) and the tables below, less any federal income taxes which are withheld. The adjusted age is the actual age of the Annuitant(s) on the Payout Start Date reduced by one year for each six full years between January 1, 2000 and the Payout Start Date. Income payments for ages and guaranteed payment periods not shown below will be determined on a basis consistent with that used to determine those that are shown. The Income Payment Tables are based on 3.0% interest and the Annuity 2000 Mortality Tables.

Income Plan 1 - Life Income with Guaranteed Payments for 120 Months

Monthly Income Payment for each \$1,000 Applied to this Income Plan

 Annuitant's Annuitant's Annuitant's
 Adjusted Male Female Adjusted Male Female Adjusted Male Female
 Age Age Age

35	\$3.34	\$3.22	49	\$3.99	\$3.76	63	\$5.23	\$4.84
36	3.38	3.24	50	4.05	3.81	64	5.35	4.95
37	3.41	3.27	51	4.11	3.87	65	5.49	5.07
38	3.45	3.30	52	4.18	3.93	66	5.62	5.20
39	3.49	3.34	53	4.26	3.99	67	5.77	5.33
40	3.53	3.37	54	4.33	4.06	68	5.92	5.47
41	3.57	3.41	55	4.41	4.13	69	6.07	5.62
42	3.62	3.44	56	4.50	4.20	70	6.23	5.78
43	3.66	3.48	57	4.58	4.28	71	6.39	5.94
44	3.71	3.52	58	4.68	4.36	72	6.56	6.11
45	3.76	3.57	59	4.78	4.45	73	6.73	6.29

46 3.81 3.61 60 4.88 4.54 74 6.90 6.48
47 3.87 3.66 61 4.99 4.63 75 7.08 6.67
48 3.93 3.71 62 5.11 4.73

Income Plan 2 - Joint and Survivor Life Income with Guaranteed Payments for 120 Months

Monthly Income Payment for each \$1,000 Applied to this Income Plan

Female Annuitant's Adjusted Age

Male
Annuitant's 35 40 45 50 55 60 65 70 75
Adjusted
Age

35 \$3.06 \$3.12 \$3.17 \$3.22 \$3.26 \$3.28 \$3.31 \$3.32 \$3.33
40 3.10 3.18 3.26 3.32 3.38 3.43 3.46 3.49 3.51
45 3.13 3.23 3.33 3.43 3.52 3.59 3.65 3.69 3.72
50 3.16 3.27 3.40 3.53 3.65 3.76 3.86 3.93 3.98
55 3.18 3.30 3.45 3.61 3.77 3.94 4.08 4.20 4.29
60 3.19 3.33 3.49 3.68 3.88 4.10 4.31 4.51 4.66
65 3.20 3.34 3.52 3.73 3.97 4.24 4.54 4.83 5.08
70 3.21 3.35 3.54 3.76 4.03 4.36 4.73 5.13 5.52
75 3.21 3.36 3.55 3.78 4.07 4.44 4.87 5.38 5.92

Income Plan 3 - Guaranteed Number of Payments

Monthly Income Payment for each
Specified Period \$1,000 Applied to this Income Plan

10 Years \$9.61
11 Years 8.86
12 Years 8.24
13 Years 7.71
14 Years 7.26
15 Years 6.87
16 Years 6.53
17 Years 6.23
18 Years 5.96
19 Years 5.73
20 Years 5.51

GENERAL PROVISIONS

The Entire Contract. The entire contract consists of this Contract, any written applications, and any Contract endorsements and riders.

All statements made in written applications are representations and not warranties. No statement will be used by us in defense of a claim or to void the Contract unless it is included in a written application.

Only our officers may change the Contract or waive a right or requirement. No other individual may do this.

We may not modify this Contract without your signed consent, except to make it comply with any changes in the Internal Revenue Code or as required by any other applicable law.

Incontestability. We will not contest the validity of this Contract after the issue date.

Misstatement of Age or Sex. If any age or sex has been misstated, we will pay the amounts which would have been paid at the correct age and sex.

If we find the misstatement of age or sex after the income payments begin, we will:

- pay all amounts underpaid including interest calculated at an effective annual rate of 6%; or
- stop payments until the total income payments made are equal to the total amounts that would have been made if the correct age and sex had been used.

Annual Statement. At least once a year, prior to the Payout Start Date, we will send you a statement containing Contract Value information. We will provide you with Contract Value information at any time upon request. The information presented will comply with any applicable law.

Settlements. We may require that this Contract be returned to us prior to any settlement. We must receive due proof of death of the Owner or Annuitant prior to settlement of a death claim.

Any full withdrawal or death benefit under this Contract will not be less than the minimum benefits required by any statute of the state in which the Contract is delivered.

Deferment of Payments. We will pay any amounts due from the Variable Account under this Contract within seven days, unless:

- the New York Stock Exchange is closed for other than usual weekends or holidays, or trading on such Exchange is restricted;
- an emergency exists as defined by the Securities and Exchange Commission; or
- the Securities and Exchange Commission permits delay for the protection of Contract holders.

We reserve the right to postpone payments or transfers from the Fixed Account Options for up to six months. If we elect to postpone payments or transfers from the Fixed Account Options for 30 days or more, we will pay interest as required by applicable law. Any interest would be payable from the date the payment or transfer request is received by us to the date the payment or transfer is made.

Variable Account Modifications. We reserve the right, subject to applicable law, to make additions to, deletions from, or substitutions for the mutual fund portfolio shares underlying the Sub-accounts of the Variable Account. We will not substitute any shares attributable to your interest in a Sub-account of the Variable Account without notice to you and prior approval of the Securities and Exchange Commission, to the extent required by the Investment Company Act of 1940, as amended.

We reserve the right to establish additional Sub-accounts of the Variable Account, each of which would invest in shares of another mutual fund. You may then instruct us to allocate purchase payments or transfers to such Sub-accounts, subject to any terms set by us or the mutual fund. We reserve the right to limit the availability of funds for this Contract.

In the event of any such substitution or change, we may by endorsement, make such changes as may be necessary or appropriate to reflect such substitution or change.

If we deem it to be in the best interests of persons having voting rights under the Contracts, the Variable Account may be operated as a management company under the Investment Company Act of 1940, as amended, or it may be deregistered under such Act in the event such registration is no longer required.

APPLICATION
GLENBROOK PROVIDER EXTRA VARIABLE ANNUITY
GLENBROOK LIFE
A Member of Allstate Financial Group

GLAR241CW

GLENBROOK PROVIDER EXTRA VARIABLE ANNUITY
 GLENBROOK LIFE (FLEXIBLE PREMIUM DEFERRED VARIABLE ANNUITY)
 ----- Issued by: Glenbrook Life and Annuity Company
 A Member of Allstate Financial Group PO Box 94042, Palatine, Illinois 60094

1. Owner(s)
 Name _____ //M //F Birthdate ___/___/___
 Address _____ Soc. Sec. No. ___-___-___
 Street _____
 Phone No. () _____
 City State Zip _____
 Name _____ //M //F Birthdate ___/___/___
 Address _____ Soc. Sec. No. ___-___-___
 Street _____
 City State Zip Relationship to Other Owner _____

2. Annuitant
 Leave blank if Annuitant is the same as sole Owner; otherwise complete.
 Name _____ //M //F Birthdate ___/___/___
 Address _____ Soc. Sec. No. ___-___-___
 Street _____
 City State Zip _____

3. Beneficiary(ies)
 Primary Contingent Name Relationship to Owner %
 // // _____
 // // _____
 // // _____
 // // _____

4. Death Benefit Options
 Choose one or any combination of the following:
 Base Contract + // No Rider; or // Enhanced Death Benefit Rider; or // Enhanced Earnings Death Benefit Rider; or // Income Benefit Rider

5. Purchase Payment/
 Variable Account
 Plan Options
 Initial Purchase Payment \$ _____
 Please allocate the above amount in \$ or % (circle one) to the Variable Sub-Account specified below:
 Total must equal 100%

- AIM FRANKLIN TEMPLETON (continued) PUTNAM
 // AIM V.I. Aggressive Growth ___ // Templeton Developing // Putnam VT Growth & Income
 // AIM V.I. Balanced Fund ___ Markets Securities Fund - Class iB ___
 // AIM V.I. Capital Fund - Class 2 ___ // Putnam VT Growth Opportunities
 Appreciation Fund ___ // Templeton International Fund - Class iB ___
 // AIM V.I. Dent Demographic Securities Fund - Class 2 ___ // Putnam VT International
 Trends Fund ___ Growth Fund - Class iB ___
 // AIM V.I. Diversified GOLDMAN SACHS // Putnam VT New Value
 Income Fund ___ // Goldman Sachs VIT CORE Fund - Class iB ___
 // AIM V.I. Growth Fund ___ Small Cap Equity Fund ___ // Putnam VT Research
 // AIM V.I. Growth and // Goldman Sachs VIT CORE Fund - Class iB ___
 Income Fund ___ U.S. Equity Fund ___
 // AIM V.I. International // Goldman Sach VIT Global DCA FIXED ACCOUNT
 Equity Fund ___ Income Fund ___ (Subject to state availability)
 // AIM V.I. Value Fund ___ // Goldman Sachs VIT Internet // Short Term DCA ___

Tollkeeper Fund ___ // Extended Short Term DCA ___
DREYFUS: INITIAL SHARES // LSA/Goldman Sachs
// The Dreyfus Socially Growth Equity ___ GUARANTEE PERIODS
Responsible Growth (not available in PR, OR, TX, WA)
Fund, Inc. ___ MFS: SERVICE CLASS // 1 Year Guarantee Period ___
// Dreyfus Stock Index Fund ___ // MFS Emerging Growth Series ___ // 3 Year Guarantee Period ___
// Dreyfus VIF Growth & // MFS Investors Trust Series ___ // 5 Year Guarantee Period ___
Income Portfolio ___ // MFS New Discovery Series ___ // 7 Year Guarantee Period ___
// Dreyfus VIF Money // MFS Research Series ___ // 10 Year Guarantee Period ___
Market Portfolio ___ // MFS Utilities Series ___

MORGAN STANLEY
FIDELITY-SERVICE CLASS 2 // LSA/Morgan Stanley
// Fidelity VIP Asset Manager: Focused Equity ___
Growth Portfolio ___ // Morgan Stanley UIF Fixed
// Fidelity VIP Contrafund Income Portfolio ___
Portfolio ___ // Morgan Stanley UIF Global
// Fidelity VIP Equity-Income Value Equity Portfolio ___
Portfolio ___ // Morgan Stanley UIF Mid Cap
// Fidelity VIP Growth Value Portfolio ___
Portfolio ___ // Morgan Stanley UIF Value
// Fidelity VIP High Portfolio ___
Income Portfolio ___

OPPENHEIMER FUNDS
// Oppenheimer Aggressive
FRANKLIN TEMPLETON Growth Fund/VA ___
// Franklin Global Health Care // Oppenheimer Capital
Securities Fund - Class 2 ___ Appreciation Fund/VA ___
// Franklin Small Cap Fund ___ // Oppenheimer Global
// Franklin Technology Securities Fund/VA ___
Securities Fund - Class 2 ___ // Oppenheimer Main Street
// Mutual Shares Securities Growth & Income Fund/VA ___
Fund - Class 2 ___ // Oppenheimer Strategic
Bond Fund/VA ___

6. Tax Qualified Plan

// Yes // No (If Yes, complete the following.)

// Traditional IRA or // Roth IRA // SEP // Other _____
// Rollover // Transfer // Contribution \$ _____ Contribution Year _____

7. Replacement Information

Do you have any existing annuity or life insurance contracts? // Yes // No
Will this annuity replace or change any existing annuity or life insurance? // Yes // No
(If Yes, complete the following and appropriate form(s), i.e. 1035 Exchange or IRA/TSA Transfer
plus any applicable state replacement form.)

Company _____ Policy No. _____
Date Policy Issued _____

8. Dollar-Cost Averaging Program
(Subject to State Availability)

// Short Term Dollar Cost Averaging Fixed Account
Money will be transferred in equal monthly installments for ___ months.*
// Extended Short Term Dollar Cost Averaging Fixed Account
Money will be transferred in equal monthly installments for ___ months.*
// Money Market
Please transfer \$ _____ from the Money Market Portfolio each month starting ___/___/___.

Please allocate the amount above to the sub-accounts specified below:
*Contact Glenbrook for current transfer period offered.

Note: Dollar-Cost Averaging into the Fixed Accounts is not available.

This agreement ends automatically when the account value in the sub-account selected above has been depleted.

Sub-account % or \$ Sub-account % or \$

Total = 100%

9. Automatic Portfolio Rebalancing Program

Please complete a transfer between the Variable Sub-accounts to achieve the ending percent allocation below.
Please complete this transfer on a: // Monthly // Quarterly // Semi-annually // Annually
None of the money allocated to the MVA or DCA Fixed Accounts will be transferred as a result of this rebalancing program.
Please begin the Rebalancing Program on ___/___/___.
// Keep in effect until notified otherwise. // Stop the Rebalancing Program on ___/___/___.

Sub-account % Sub-account %

10. Automatic Additions Program

I authorize Glenbrook Life and Annuity Company (Glenbrook) to begin automatic debits from the account designated below. The funds withdrawn from this account shall be added to my annuity as an Automatic Addition (Purchase Payment) to the sub-accounts specified below:

The debit amount is \$ _____. The debits should begin in _____
(Month)
Debit my (check one) // Checking Account // Savings Account
on the (check one) // 5th day or // 25th day of each (check one) // Month or // Quarter

Financial Institution _____
Address _____
ABA No. _____ Acct. No. _____

Please allow three business days for the payment to be credited to your annuity.

A VOIDED BLANK CHECK FOR THE ABOVE ACCOUNT MUST BE ATTACHED.

// Keep the Automatic Addition Program in effect until notified otherwise.
// Stop the Automatic Addition Program on ___/___/___.

Sub-account % or \$ Sub-account % or \$

11. Systematic Withdrawal Authorization

I hereby authorize Glenbrook Life and Annuity Company to make withdrawals of the amount indicated below. I understand that withdrawals may result in taxable income and, prior to owner's age of 59 1/2, may be subject to a 10% federal penalty. The Glenbrook Provider Extra Variable Annuity allows up to 15% of purchase payments to be withdrawn each contract year. Withdrawals that exceed 15% may be assessed a withdrawal charge.

Please check frequency: // Monthly // Quarterly // Semi-Annually // Annually

Start Date: __/__/__

// Gross partial withdrawal. The check may differ from the requested amount due to applicable charges, adjustments or income tax withholding.
Gross Amount: \$ _____.

// Net partial withdrawal. The check amount will equal the requested amount. The Account Value will be reduced to reflect the amount received, as well as applicable charges, adjustments and income tax withholding. Net Amount: \$ _____

Specify percentage or dollar amount to be withdrawn from each sub-account.

Sub-account % or \$ Sub-account % or \$

11a. Withholding Election (Required)

// I do want to have ____% federal tax withheld. If no percentage is indicated, 10% will be withheld.

// I do not want to have federal income tax withheld. Federal income tax will be withheld unless this box is checked.

11b. Direct Deposit

Please deposit the above amount to: (check one) // Checking Account // Savings Account

Financial Institution _____
Address _____
ABA No. _____ Acct. No. _____

Please allow two business days for the payment to be credited to your account.

A VOIDED BLANK CHECK FOR THE ABOVE ACCOUNT MUST BE ATTACHED

If, instead of a direct deposit, you wish to have a check mailed to you, complete the following:

Payee's Name _____ Acct. No.* _____
*If applicable
Address _____

Notice of Withholding

You may elect to have federal income tax withheld from the taxable portion of your distribution by contacting Glenbrook Life and Annuity Company. A withholding election will remain in effect until revoked, which you may do at any time. If you do not make payments of estimated tax, and do not have enough tax withheld, you may be subject o penalties under the estimated tax rules. GA, IA, MA, ME, OK, OR, VA and VT residents: If you chose to have federal income tax withheld, depending on the type of distribution, the laws of your state may require that state income tax be withheld. CA residents: If you choose to have federal income tax withheld, the laws of your state require that state income tax be withheld unless you specifically elect not to have state income tax withheld. You may contact us at any time to change or revoke your election. CT and MT residents: You may elect to have state income tax withheld. The withholding rate on withdrawals, which are not distributions from a plan qualified under Internal Revenue Code Sections 401 or 403(b), is 10% of the taxable portion of the withdrawal. Distributions from a plan qualified under Internal Revenue Code Section 401 or 403(b) may be subject to 20% withholding. If you request such a distribution, you will receive a notice outlining the applicable rules.

12. Special Instructions

// I would like to receive a Statement of Additional Information (SAI).

13. Signature(s)

If this application is declined, Glenbrook Life and Annuity Company will have no liability except to return the purchase payment. I understand that any distribution from a Fixed Account prior to the end of a guarantee period may be subject to a Market Value Adjustment, which may be negative or positive. I understand that annuity values and income payments based on the investment experience of a variable account are variable and are not guaranteed as to dollar amount. I have received the current prospectus for this variable annuity. I have read the above statements and any applicable fraud warning for my state. I represent that the information I have provided is complete and true to the best of my knowledge and belief.

Signed at _____ Date __/__/__
City State
Owner(s) Signature(s) _____

14. Agent Use Only

To the best of my knowledge, the insured has an existing annuity of life insurance? // Yes // No
Will the annuity applied for replace or change any existing annuity or life insurance? // Yes // No

Agent Name (Please print) _____ Phone No. () ____ - ____
Agent Signature _____ Soc. Sec. No. ____ - ____ - ____
Florida License ID Number _____ Agent Option [A][B][C]

IMPORTANT INFORMATION

For applicants in Arizona: Upon your written request, we will provide you, within a reasonable period of time, reasonable factual information regarding the benefits and provisions of the annuity contract for which you are applying. If for any reason you are not satisfied with the contract, you may return the contract within ten days after you receive it. If the contract you are applying for is a variable annuity, you will receive an amount equal to the sum of (i) the difference between the premiums paid and the amounts allocated to any account under the contract and (ii) the Contract Value on the date the returned contract is received by our company or our agent.

For applicants in Arkansas, Kentucky, Maine, New Mexico, Ohio, and Pennsylvania: Any person, who knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material, thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

For applicants in Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

For applicants in the District of Columbia: Warning: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

For applicants in Florida: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or on an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

o Annuities are not FDIC insured.

o Annuities are not obligations of this bank.

o The financial institution does not guarantee performance by the insurer issuing the annuity.

o Variable annuities involve investment risk, including potential loss of principal.

o Variable annuities are NOT protected by the Securities Investor Protection Corporation (SIPC) as to the loss of the principal amount invested.

For applicants in Georgia: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or on an application containing any false, incomplete, or misleading information may be guilty of a felony of the third degree.

For applicants in Louisiana: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

For applicants in New Jersey: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Mailing Address: Glenbrook Life and Annuity Company Sales Support: AFDinc: 1-877-254-0772
P.O. Box 94042
Palatine, Illinois 60094

Overnight Address: Glenbrook Life and Annuity Company Customer Service: 1-800-755-5275
300 N. Milwaukee Avenue
Vernon Hills, Illinois 60061

Allstate Financial is the marketing name for Allstate Life Insurance Company, its affiliates and subsidiaries. The Glenbrook Provider Extra Variable Annuity is a flexible premium deferred variable annuity issued by Glenbrook Life and Annuity Company and underwritten by ALFS, Inc. Both are subsidiary affiliates of Allstate Life Insurance Company, headquartered in Northbrook, Illinois. The Glenbrook Provider Extra Variable Annuity is sold through agreements with unaffiliated registered representatives, broker-dealers, and bank employees who are licensed annuity representatives.

Please read the prospectus carefully before you invest or send money.

IMSA
Insurance Marketplace Standards Association

Membership Promotes Ethical Market Conduct for Individual Life Insurance and Annuities

Glenbrook Life
and Annuity Company
A Stock Company

Headquarters: 3100 Sanders Road, Northbrook, Illinois 60062-7154

Flexible Premium Deferred Variable Annuity Contract

This Contract is issued to the Owner in consideration of the initial purchase payment. Glenbrook Life and Annuity Company will pay the benefits of this Contract, subject to its terms and conditions.

Throughout this Contract, "you" and "your" refer to the Contract owner(s). "We", "us "and" our" refer to Glenbrook Life and Annuity Company.

Contract Summary

This flexible premium deferred variable annuity provides a cash withdrawal benefit, a death benefit, and a settlement value during the Accumulation Phase and periodic income payments beginning on the Payout Start Date during the Payout Phase.

The dollar amount of income payments or other values provided by this Contract, when based on the investment experience of the Variable Account, varies to reflect the performance of the Variable Account. For amounts in the Guaranteed Maturity Fixed Account, the withdrawal benefit, the settlement value, transfers to other sub-accounts and any periodic income payments may be subject to a Market Value Adjustment which may result in an upward or downward adjustment of the amount distributed. The Death Benefit may be subject to an upward Market Value Adjustment of the amount distributed.

This Contract does not pay dividends.

The tax status of this Contract as it applies to the owner should be reviewed each year.

PLEASE READ YOUR CONTRACT CAREFULLY.

This is a legal Contract between the Contract owner(s) and Glenbrook Life and Annuity Company.

Return Privilege

Upon written request we will provide you with factual information regarding the benefits and provisions contained in this Contract. If you are not satisfied with this Contract for any reason, you may return it to us or our agent within 20 days after you receive it. We will refund any purchase payments allocated to the Variable Account, adjusted to reflect investment gain or loss from the date of allocation through the date of cancellation, plus any purchase payments allocated to the Fixed Account. (Where required by state law, we will refund any purchase payments.) If this Contract is qualified under Section 408 of the Internal Revenue Code, we will refund the greater of any purchase payments or the Contract Value.

If you have any questions about your Glenbrook Life variable annuity, please contact Glenbrook Life at (800) 755-5275.

[GRAPHIC OMITTED][GRAPHIC OMITTED]

Secretary Chairman and Chief Executive Officer

Flexible Premium Deferred Variable Annuity

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ANNUITY DATA

CONTRACT NUMBER:.....44444444

ISSUE DATE:.....June 30, 2000

INITIAL PURCHASE PAYMENT:.....\$10,000.00

IRA

INITIAL ALLOCATION OF PURCHASE PAYMENT:

- ALLOCATED
- AMOUNT (%)
- VARIABLE ACCOUNT
- Fund Manager Sub-Account a 10%
- Fund Manager Sub-Account b 10%
- Fund Manager Sub-Account c 10%
- Fund Manager Sub-Account d 10%
- Fund Manager Sub-Account e 10%
- Fund Manager Sub-Account f 10%

CURRENT RATE
 ALLOCATED ANNUALIZED GUARANTEED
 AMOUNT (%) INTEREST RATE THROUGH

GUARANTEED MATURITY FIXED ACCOUNT

- 1 Year Guarantee Period 10% 4.25% 06/30/2001
- 3 Year Guarantee Period 5% 4.75% 06/30/2003
- 5 Year Guarantee Period 5% 5.25% 06/30/2005
- 7 Year Guarantee Period 5% 5.50% 06/30/2007
- 10 Year Guarantee Period 5% 5.75% 06/30/2010

SHORT TERM DOLLAR COST AVERAGING FIXED ACCOUNT
 5% 4.50% 12/30/2000

EXTENDED SHORT TERM DOLLAR COST AVERAGING FIXED ACCOUNT
 5% 5.00% 06/30/2001

MINIMUM GUARANTEED RATE
 Dollar Cost Averaging Fixed Accounts:.....3.00%

PAYOUT START DATE:.....July 1, 2055
 (The date annuity payments are anticipated to begin)

OWNER:.....John Doe

ANNUITANT:.....John Doe

AGE AT ISSUE:.....35

SEX:.....Male

PRIMARY BENEFICIARY RELATIONSHIP TO OWNER PERCENTAGE

Jane Doe Wife 100%

CONTINGENT BENEFICIARY RELATIONSHIP TO OWNER PERCENTAGE

Jane Doe Daughter 100%

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THE PERSONS INVOLVED

Owner The person named at the time of application is the Owner of this Contract unless subsequently changed. As Owner, you will receive any periodic income payments, unless you have directed us to pay them to someone else. The Contract cannot be jointly owned by both a non-living person and a living person.

You may exercise all rights stated in this Contract, subject to the rights of any irrevocable Beneficiary.

You may change the Owner at any time by written notice in a form satisfactory to us. If the Owner is a living person, you may change the Annuitant prior to the Payout Start Date by written notice in a form satisfactory to us. Once we accept a change, it takes effect as of the date you signed the request. Each change is subject to any payment we make or other action we take before we accept it.

You may not assign an interest in this Contract as collateral or security for a loan. However, you may assign periodic income payments under this Contract prior to the Payout Start Date. We are bound by an assignment only if it is signed by the assignor and filed with us. We are not responsible for the validity of an assignment.

If the sole surviving Owner dies prior to the Payout Start Date, the Beneficiary becomes the new Owner. If the sole surviving Owner dies after the Payout Start Date, the Beneficiary becomes the new Owner as described in the Beneficiary provision and will receive any subsequent guaranteed income payments.

If more than one person is designated as Owner:

- o Owner as used in this Contract refers to all people named as Owners, unless otherwise indicated;
- o any request to exercise ownership rights must be signed by all Owners; and
- o on the death of any person who is an Owner, the surviving person(s) named as Owner will continue as Owner.

Annuitant The Annuitant is the person named on the Annuity Data Page, but may be changed by the Owner, as described above. The Annuitant must be a living person. If the Owner of the Contract is a co-grantor trust, then the Annuitant must be the oldest Grantor. If the Annuitant dies prior to the Payout Start Date, the new Annuitant will be:

- o the youngest Owner; otherwise,
- o the youngest Beneficiary.

Beneficiary The Beneficiary is the person(s) named on the Annuity Data Page unless later changed by the Owner. The Primary Beneficiary is the Beneficiary(ies) who is first entitled to receive benefits under the Contract upon the death of the sole surviving Owner. The Contingent Beneficiary is the Beneficiary(ies) who is entitled to receive benefits under the Contract after the death of all Primary Beneficiary(ies).

You may change or add Beneficiaries at any time by written notice in a form satisfactory to us before income payments begin, unless you have designated an irrevocable Beneficiary. Once we accept a change, it takes effect as of the date you signed the request. Each beneficiary change is subject to any payment we make or other action we take before we accept it.

o **Benefits Payable to Beneficiaries**

o If the sole surviving Owner dies after the Payout Start Date, the Beneficiary(ies) will receive any guaranteed income payments scheduled to continue.

o If the sole surviving Owner dies before the Payout Start Date, the Beneficiary(ies) may elect to receive a Death Benefit or become the new Owner.

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o **Order of Payment of Benefits**

As described above under Benefits Payable to Beneficiaries, Beneficiary(ies) will receive any guaranteed income payments scheduled to continue, or the right to elect to receive a Death Benefit or become the new Owner, in the following order of classes:

o **Primary Beneficiary**

Upon the death of the sole surviving Owner after the Payout Start Date, Primary Beneficiary(ies), if living, will receive the guaranteed income payments scheduled to continue. Upon the death of the sole surviving Owner before the Payout Start Date, the Primary Beneficiary(ies), if living, will have the right to elect to receive a Death Benefit or become the new Owner with rights as defined in the Death of Owner provision.

o **Contingent Beneficiary**

Upon the death of the sole surviving Owner and all Primary Beneficiary(ies) after the Payout Start Date, Contingent Beneficiary(ies), if living, will receive the guaranteed income payments scheduled to continue. Upon the death of the sole surviving Owner and all Primary Beneficiaries before the Payout Start Date, Contingent Beneficiaries, if living, will have the right to elect to receive a Death Benefit or become the new Owner with rights as defined in the Death of Owner provision.

If none of the named Beneficiaries are living when the sole surviving Owner dies, or if a Beneficiary has not been named, the new Beneficiary will be:

o your spouse, or if he or she is no longer living,

o your surviving children equally, or if you have no surviving children,

o your estate.

Unless you have provided directions to the contrary, the Beneficiaries will take equal shares. If there is more than one Beneficiary in a class and one of the Beneficiaries predeceases the Owner, the remaining Beneficiaries in that class will divide the deceased Beneficiary's share.

ACCUMULATION PHASE

Accumulation Phase Defined The "Accumulation Phase" is the first of two phases during your Contract. The Accumulation Phase begins on the issue date stated on the Annuity Data Page. This phase will continue until the Payout Start Date unless the Contract is terminated before that date.

Contract Year The one year period beginning on the issue date and on each anniversary of the issue date.

Purchase Payments The initial payment is shown on the Annuity Data Page. You may make subsequent purchase payments during the Accumulation Phase. We may limit the amount of each purchase payment that we will accept to a minimum of \$50 and a maximum of \$1,000,000. We may limit your ability to make subsequent purchase payments in order to comply with the laws of the state where this Contract is delivered. We will invest the purchase payments in the Investment Alternatives you select. You may allocate any portion of your purchase payment in whole percents from 0% to 100% or in exact dollar amounts to any of the Investment Alternatives. The total allocation must equal 100%.

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The allocation of the initial purchase payment is shown on the Annuity Data Page. Allocation of each subsequent purchase payment will be the same as the allocation for the most recent purchase payment unless you change the allocation. You may change the allocation of subsequent purchase payments at any time, without charge, simply by giving us written notice. Any change will be effective at the time we receive the notice.

Initial Purchase Payment Allocation If the Return Privilege provision requires us to refund purchase payments, then during the Return Privilege period, we reserve the right to invest any purchase payments you allocated to the Variable Account to a Money Market Variable Sub-Account available under this Contract. We will notify you if we do so. At the end of the Return Privilege period, the amount in the Money Market Variable Sub-Account will be allocated to the Variable Account as originally designated by you. This allocation will not be considered a transfer.

Investment Alternatives Investment Alternatives are the Sub-Accounts of the Variable Account, the Short Term Dollar Cost Averaging Fixed Account, the Extended Short Term Dollar Cost Averaging Fixed Account, and the Guarantee Periods of the Guaranteed Maturity Fixed Account shown on the Application. We may offer additional Sub-Accounts of the Variable Account at our discretion. We reserve the right to limit the availability of the Investment Alternatives.

Variable Account The "Variable Account" for this Contract is the Glenbrook Life Multi-Manager Variable Account. This account is a separate investment account to which we allocate assets contributed under this and certain other contracts. The income, gains and losses, realized or unrealized, from assets allocated to the Variable Account are credited to or charged against the account without regard to our other income, gains or losses.

Variable Sub-Accounts The Variable Account is divided into Sub-Accounts. Each Sub-Account invests solely in the shares of the mutual fund underlying that Sub-Account.

Fixed Account Options The Fixed Account Options are the Short Term Dollar Cost Averaging Fixed Account, the Extended Short Term Dollar Cost Averaging Fixed Account, and the Guarantee Periods of the Guaranteed Maturity Fixed Account.

Short Term Dollar Cost Averaging Fixed Account Money in the Short Term Dollar Cost Averaging Fixed Account will earn interest at the annual rate in effect at the time of allocation to the Short Term Dollar Cost Averaging Fixed Account. Each purchase payment and associated interest in the Short Term Dollar Cost Averaging Fixed Account must be transferred to Sub-Accounts of the Variable Account according to your current allocation instructions in equal monthly installments within the selected transfer period. You may select a transfer period of no less than 3 months or more than 6 months. If you discontinue the Dollar Cost Averaging program before the end of the transfer period, the remaining balance in the Short Term Dollar Cost Averaging Fixed Account will be transferred to the Money Market Variable Sub-Account unless you request a different Investment Alternative. At the end of the transfer period, any residual amount will be automatically transferred to the Money Market Variable Sub-Account. No amount may be transferred into the Short Term Dollar Cost Averaging Fixed Account.

For each purchase payment, the first transfer from the Short Term Dollar Cost Averaging Fixed Account must occur within one month of the date of payment. If we do not receive an allocation instruction from you within one month of the date of payment, the payment plus associated interest will be transferred to the Money Market Variable Sub-Account in equal monthly installments within the selected transfer period until we have received a different allocation instruction.

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Extended Short Term Dollar Cost Averaging Fixed Account Money in the Extended Short Term Dollar Cost Averaging Fixed Account will earn interest at the annual rate in effect at the time of allocation to the Extended Short Term Dollar Cost Averaging Fixed Account. Each purchase payment and associated interest in the Extended Short Term Dollar Cost Averaging Fixed Account must be transferred to Sub-Accounts of the Variable Account according to your current allocation instructions in equal monthly installments within the selected transfer period. You may select a transfer period of no less than 7 months or more than 12 months. If you discontinue the Dollar Cost Averaging program before the end of the transfer period, the remaining balance in the Extended Short Term Dollar Cost Averaging Fixed Account will be transferred to the Money Market Variable Sub-Account unless you request a different Investment Alternative. At the end of the transfer period, any residual amount will be automatically transferred to the Money Market Variable Sub-Account. No amount may be transferred into the Extended Short Term Dollar Cost Averaging Fixed Account.

For each purchase payment, the first transfer from the Extended Short Term Dollar Cost Averaging Fixed Account must occur within one month of the date of payment. If we do not receive an allocation instruction from you within one month of the date of payment, the payment plus associated interest will be transferred to the Money Market Variable Sub-Account in equal monthly installments within the selected transfer period until we have received a different allocation instruction.

Guaranteed Maturity Fixed Account The Guaranteed Maturity Fixed Account is divided into Guarantee Periods. A Guarantee Period is identified by the date the Guarantee Period begins and the duration of the Guarantee Period. You create a Guarantee Period when:

o you make a purchase payment; or

o you select a new Guarantee Period after the prior Guarantee Period expires; or

o you transfer an amount from an existing Sub-Account of the Variable Account, from another Guarantee Period of the Guaranteed Maturity Fixed Account, or from any Fixed Account Options.

You must select the Guarantee Period for all purchase payments and transfers allocated to the Guaranteed Maturity Fixed Account. If you do not select a Guarantee Period for a purchase payment or transfer, we will assign the same period(s) as used for the most recent purchase payment. Guarantee Periods are offered at our discretion and may range from one to ten years. We may change the Guarantee Periods available for future purchase payments or transfers allocated to the Guaranteed Maturity Fixed Account.

We will mail you a notice prior to the expiration of each Guarantee Period outlining the options available at the end of the Guarantee Period. During the 30 day period after a Guarantee Period expires you may:

o take no action and we will automatically apply the Guarantee Period value to a Guarantee Period of the same duration as the Guarantee Period that just expired to be established on the day the previous Guarantee Period expired; or

o notify us to apply the Guarantee Period value to a new Guarantee Period(s) to be established on the day the previous Guarantee Period expired; or

o notify us to apply the Guarantee Period value to any Sub-Account of the Variable Account on the day we receive the notification; or

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o receive a portion of the Guarantee Period value or the entire Guarantee Period value through a partial or full withdrawal that is not subject to a Market Value Adjustment; however, taxes may apply. We will pay interest from the date the Guarantee Period expires until the date of the withdrawal.

Crediting Interest We credit interest daily to money allocated to the Fixed Account Options at rates which compound over one year at the current annualized interest rates when the money was allocated. We will credit interest to the initial purchase payment from the issue date. We will credit interest to subsequent purchase payments from the date we receive them. We will credit interest to transfers from the date the transfer is made. The annual interest rate for the Short Term Dollar Cost Averaging Fixed Account and the Extended Short Term Dollar Cost Averaging Fixed Account will never be less than 3%.

Transfers Prior to the Payout Start Date, you may transfer amounts between Investment Alternatives. You may make 12 transfers per Contract Year without charge. Each transfer after the 12th transfer in any Contract Year may be assessed a \$10 transfer fee. Transfers are subject to the following restrictions:

- o No amount may be transferred into the Short Term Dollar Cost Averaging Fixed Account or the Extended Short Term Dollar Cost Averaging Fixed Account.

At the end of the transfer period, any remaining portion of the purchase payment and interest in the Short Term Dollar Cost Averaging Fixed Account or the Extended Short Term Dollar Cost Averaging Fixed Account will be allocated to other Investment Alternatives as set forth in the current Short Term Dollar Cost Averaging Fixed Account or the Extended Short Term Dollar Cost Averaging Fixed Account allocations.

- o Any transfer from a Guarantee Period of the Guaranteed Maturity Fixed Account will be subject to a Market Value Adjustment unless the transfer occurs during the 30 day period after the Guarantee Period expires.

- o We reserve the right to limit the number of transfers among the Variable Sub-Accounts in any Contract Year or to refuse any transfer request for an Owner or certain Owners if, in our sole discretion, we believe that:

- o excessive trading by such Owner or Owners or a specific transfer request or group of transfer requests may have a detrimental effect on Unit Values or the share prices of the underlying mutual funds or would be to the disadvantage of other Contract Owners; or

- o We are informed by one or more of the underlying mutual funds that the purchase or redemption of shares is to be restricted because of excessive trading or a specific transfer or group of transfers is deemed to have a detrimental effect on share prices of affected underlying mutual funds.

Such restrictions may be applied in any manner which is reasonably designed to prevent any use of the transfer right which is considered by us to be to the disadvantage of the other Contract Owners.

We reserve the right to waive the transfer fees and restrictions contained in this Contract.

Contract Value Your "Contract Value" is equal to the sum of:

- o the number of Accumulation Units you hold in each Sub-Account of the Variable Account multiplied by the Accumulation Unit Value for that Sub-Account on the most recent Valuation Date; plus

- o the total value you have in the Short Term Dollar Cost Averaging Fixed Account and the Extended Short Term Dollar Cost Averaging Fixed Account; plus

- o the sum of Guarantee Period values in the Guaranteed Maturity Fixed Account.

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Accumulation Units and Accumulation Unit Value Amounts which you allocate to a Sub-Account of the Variable Account are used to purchase Accumulation Units in that Sub-Account. The Accumulation Unit Value for each Sub-Account at the end of any Valuation Period is calculated by multiplying the Accumulation Unit Value at the end of the immediately preceding Valuation Period by the Sub-Account's Net Investment Factor for the Valuation Period. The Accumulation Unit Values may go up or down. Additions or transfers to a Sub-Account of the Variable Account will increase the number of Accumulation Units for that Sub-Account. Withdrawals or transfers from a Sub-Account of the Variable Account will decrease the number of Accumulation Units for that Sub-Account.

Valuation Period and Valuation Date A "Valuation Period" is the time interval between the closing of the New York Stock Exchange on consecutive Valuation Dates. A "Valuation Date" is any date the New York Stock Exchange is open for trading.

Net Investment Factor For each Variable Sub-Account, the "Net Investment Factor" for a Valuation Period is equal to:

- o The sum of:

- o the net asset value per share of the mutual fund underlying the Sub-Account determined at the end of the current Valuation Period, plus

- o the per share amount of any dividend or capital gain distributions made by the mutual fund underlying the subaccount during the current Valuation Period.

- o Divided by the net asset value per share of the mutual fund underlying the Sub-Account determined as of the end of the immediately preceding Valuation Period.

- o The result is reduced by the Mortality and Expense Risk Charge and the Administrative Expense Charge corresponding to the portion of the 365 day year (366 days for a leap year) that is in the current Valuation Period.

Charges The charges for this Contract include Administrative Expense Charges, Mortality and Expense Risk Charges, Contract Maintenance Charges, transfer charges, and applicable taxes. If withdrawals or transfers are made, death benefits are paid, or amounts are applied to an income plan from a Guarantee Period of the Guaranteed Maturity Fixed Account, the Contract may also be subject to Market Value Adjustments.

Administrative Expense Charge The annualized Administrative Expense Charge will never be greater than 0.10%. (See Net Investment Factor for a description of how this charge is applied.)

Mortality and Expense Risk Charge The annualized Mortality and Expense Risk Charge will never be greater than 1.45%. (See Net Investment Factor for a description of how this charge is applied.)

Our actual mortality and expense experience will not adversely affect the dollar amount of variable benefits or other contractual payments or values under this Contract.

Contract Maintenance Charge Prior to the Payout Start Date, a Contract Maintenance Charge will be deducted from your Contract Value on each contract anniversary. The charge will be deducted on a pro-rata basis from each Sub-Account of the Variable Account in the proportion that your value in each bears to your total value in all Sub-Accounts of the Variable Account. A reduced Contract Maintenance Charge proportional to the part of the Contract Year elapsed

will also be deducted if the Contract is terminated on any date other than a contract anniversary. After the Payout Start Date the Contract Maintenance Charge will be deducted in equal parts from each income payment. The annualized charge will never be greater than \$35 per Contract Year. The Contract Maintenance Charge will be waived if, on the contract anniversary or upon full surrender the total Contract Value is \$50,000 or more, or if all money is allocated to the Fixed Account(s) on the Contract anniversary.

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Taxes Any premium tax relating to this Contract may be deducted from purchase payments or the Contract Value when the tax is incurred or at a later time.

Withdrawal You have the right, subject to the restrictions and charges described in this Contract, to withdraw part or all of your Contract Value at any time during the Accumulation Phase. A withdrawal must be at least \$50. If any withdrawal reduces the Contract Value to less than \$2,000, we will treat the request as a withdrawal of the entire Contract Value. If you withdraw the entire Contract Value, the Contract will terminate.

You must specify the Investment Alternative(s) from which you wish to make a withdrawal. When you make a withdrawal, your Contract Value will be reduced by a withdrawal amount equal to the amount paid to you and any applicable Market Value Adjustment, and taxes.

Any Market Value Adjustment will be waived on withdrawals taken to satisfy IRS minimum distribution rules. This waiver is permitted only for withdrawals which satisfy distributions resulting from this Contract.

Free Withdrawal Amount Each Contract Year the Free Withdrawal Amount is equal to 15% of the amount of purchase payments. Each Contract Year you may withdraw the Free Withdrawal Amount without Market Value Adjustment. Each Contract Year begins on the anniversary of the date the Contract was established. Any Free Withdrawal Amount which is not withdrawn in a year may not be carried over to increase the Free Withdrawal Amount in a subsequent year.

Market Value Adjustment Activities in a Guarantee Period of the Guaranteed Maturity Fixed Account that may be subject to a Market Value Adjustment are withdrawals in excess of the Free Withdrawal Amount, transfers, death benefits, and amounts applied to an income plan. An activity will be subject to a Market Value Adjustment unless:

- o it occurs during the 30 day period after a Guarantee Period expires; or
- o it is a transfer that is part of a Dollar Cost Averaging program.

A Market Value Adjustment is an increase or decrease in the amount reflecting changes in the level of interest rates since the Guarantee Period was established. As used in this provision, "Treasury Rate" means the U. S. Treasury Note Constant Maturity yield as reported in Federal Reserve Bulletin Release H.15. The Market Value Adjustment is based on the following:

I = the Treasury Rate for a maturity equal to the Guarantee Period duration for the week preceding the establishment of the Guarantee Period;

J = the Treasury Rate for a maturity equal to the Guarantee Period for the week preceding the receipt of the withdrawal request, death benefit request, transfer request, or Income Payment request;

N = the number of whole and partial years from the date we receive the withdrawal, transfer, or Death Benefit request, or from the Payout Start Date, to the end of the Guarantee Period;

An adjustment factor is determined from the following formula:

$$.9 \times \{I - (J + .0025)\} \times N$$

The amount subject to a Market Value Adjustment that is deducted from a Guarantee Period of the Guaranteed Maturity Fixed Account is multiplied by the adjustment factor to determine the amount of the Market Value Adjustment.

Any Market Value Adjustment will be waived on withdrawals taken to satisfy IRS minimum distribution rules. This waiver is permitted only for withdrawals which satisfy distributions resulting from this Contract.

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Death of Owner If you die prior to the Payout Start Date, the new Owner will be the surviving Owner. If there is no surviving Owner, the new Owner will be the Beneficiary(ies) as described in the Beneficiary provision. The new Owner will have the options described below.

1. If the sole new Owner is your spouse:

- a. Your spouse may elect, within 180 days of the date of your death, to receive the Death Benefit described below in a lump sum.
- b. Your spouse may elect, within 180 days of the date of your death, to receive an amount equal to the Death Benefit paid out under one of the Income Plans described in the Payout Phase section. The Payout Start Date must be within one year of your date of death. Income Payments must be:
 - i. over the life of your spouse; or
 - ii. for a guaranteed number of payments from 5 to 30 years but not to exceed the life expectancy of your spouse; or
 - iii. over the life of your spouse with a guaranteed number of payments from 5 to 30 years but not to exceed the life expectancy of your spouse.

c. If your spouse does not elect one of the options above, then your spouse may continue the Contract in the Accumulation Phase as if the death had not occurred. If the Contract is continued in the Accumulation Phase, the following conditions apply:

- o On the day the Contract is continued, the Contract Value will be the Death Benefit as determined at the end of the Valuation Period during which we received due proof of death.

- o The surviving spouse may make a single withdrawal of any amount within one year of the date of death without incurring a Market Value Adjustment.
- o Prior to the Payout Start Date, the Death Benefit of the continued Contract will be the greater of:
 - o the sum of all purchase payments reduced by a withdrawal adjustment, as defined in the Death Benefit provision; or
 - o the Contract Value on the date we determine the Death Benefit; or
 - o the Contract Value on each Death Benefit Anniversary prior to the date we determine the Death Benefit, increased by any purchase payments made since that Death Benefit Anniversary and reduced by a withdrawal adjustment, as defined in the Death Benefit provision.
- o Only one spousal continuation is allowed under this Contract.

2. If the new Owner is not your spouse but is a Living Person, then this new Owner has the following options:

- a. The new Owner may elect, within 180 days of the date of your death, to receive the death benefit described below in a lump sum.
- b. The new Owner may elect, within 180 days of the date of your death, to receive an amount equal to the Death Benefit paid out under one of the Income Plans described in the Payout Phase section. The Payout Start Date must be within one year of your date of death. Income Payments must be:
 - i. over the life of the new Owner; or
 - ii. for a guaranteed number of payments from 5 to 30 years but not to exceed the life expectancy of the new Owner; or

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iii. Over the life of the new Owner with a guaranteed number of payments from 5 to 30 years but not to exceed the life expectancy of the new Owner.

- c. The new Owner may elect to receive the Settlement Value payable in a lump sum within 5 years of your date of death.

3. If the new Owner is a corporation or other non-living Person:

- a. The non-living Owner may elect, within 180 days of your death, to receive the Death Benefit in a lump sum.
- b. The non-living Owner may elect to receive the Settlement Value payable in a lump sum within 5 years of your date of death.

If any new Owner is a non-living Person, all new Owners will be considered to be non-living Persons for the above purposes.

If the new Owner who is not your spouse does not make one of the above described elections, the Settlement Value must be withdrawn by the new Owner on or before the mandatory distribution date 5 years after your date of death. Under any of these options, all ownership rights are available to the new Owner from the date of your death to the date on which the Death Benefit or Settlement Value is paid. We reserve the right to extend, on a non-discriminatory basis, the period of time in which we will use the Death Benefit rather than the Settlement Value to determine the payment amount. The death benefit will be at least as high as the Settlement Value. This right applies only to the amount payable as death benefit proceeds and in no way restricts when a claim may be filed.

Death of Annuitant If the Owner is a non-living individual and the Annuitant who is not also the Owner dies prior to the Payout Start Date, the Owner must elect an applicable option listed below.

- 1. If the Owner is a Living Person, then the Contract will continue with a new Annuitant as described in the Annuitant provision above.
- 2. If the Owner is a non-living Person:
 - a. The non-living Owner may elect, within 180 days of the Annuitant's date of death, to receive the Death Benefit in a lump sum; or
 - b. The non-living Owner may elect to receive the Settlement Value payable in a lump sum within 5 years of the Annuitant's date of death.

If the non-living Owner does not make one of the above described elections, the Settlement Value must be withdrawn by the non-living Owner on or before the mandatory distribution date 5 years after the Annuitant's death.

Under any of these options, all ownership rights are available to the non-Living Owner from the date of the Annuitant's death to the date on which the Death Benefit or Settlement Value is paid. We reserve the right to extend, on a non-discriminatory basis, the period of time in which we will use the Death Benefit rather than the Settlement Value to determine the payment amount. The Death Benefit will be at least as high as the Settlement Value. This right applies only to the amount payable as Death Benefit proceeds and in no way restricts when a claim may be filed.

Death Benefit Prior to the Payout Start Date, the Death Benefit is equal to the greatest of:

- o the Contract Value as of the date we determine the Death Benefit; or
- o the Settlement Value on the date we determine the Death Benefit; or
- o the greatest of the Contract Values on the current or any previous Death Benefit Anniversary prior to the date we determine the death benefit, increased by purchase payments made since that Death Benefit Anniversary and reduced by an adjustment for any partial withdrawals since that Death Benefit Anniversary.

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The adjustment for any partial withdrawals is equal to (A) divided by (B) and the result multiplied by (C) where:

(A) is the withdrawal amount.

(B) is the Contract Value immediately prior to the withdrawal.

(C) is the Contract Value on the Death Benefit Anniversary adjusted by any prior purchase payments or withdrawals made since that Anniversary.

The first Death Benefit Anniversary is the issue date. Subsequent Death Benefit Anniversaries are those contract anniversaries that are multiples of 7 Contract Years, beginning with the 7th contract anniversary. For example, the issue date, 7th, and 14th contract anniversaries are the first three Death Benefit anniversaries.

We will determine the value of the Death Benefit as of the end of the Valuation Period during which we receive a complete request for payment of the Death Benefit. A complete request includes due proof of death.

Settlement Value The Settlement Value is the same amount that would be paid in the event of withdrawal of the Contract Value. We will calculate the Settlement Value at the end of the Valuation Period coinciding with the requested distribution date for payment or on the mandatory distribution date of 5 years after the date of death.

PAYOUT PHASE

Payout Phase Defined The "Payout Phase" is the second of the two phases during your Contract. During this phase the Contract Value adjusted by any Market Value Adjustment and less any applicable taxes is applied to the Income Plan you choose and is paid out as provided in that plan.

The Payout Phase begins on the Payout Start Date. It continues until we make the last payment as provided by the Income Plan chosen.

Payout Start Date The "Payout Start Date" is the date the Contract Value adjusted by any Market Value Adjustment and less any applicable taxes is applied to an Income Plan. The anticipated Payout Start Date is shown on the Annuity Data Page. You may change the Payout Start Date by writing to us at least 30 days prior to this date.

The Payout Start Date must be at least 30 days after the Issue Date, and occur on or before the later of:

o the Annuitant's 90th birthday; or

o the 10th anniversary of the Contract's issue date.

Income Plans An "Income Plan" is a series of payments on a scheduled basis to you or to another person designated by you. The Contract Value on the Payout Start Date adjusted by any Market Value Adjustment and less any applicable taxes, will be applied to your Income Plan choice from the following list:

1. **Life Income with Guaranteed Payments** We will make payments for as long as the Annuitant lives. If the Annuitant dies before the selected number of guaranteed payments have been made, we will continue to pay the remainder of the guaranteed payments.

2. **Joint and Survivor Life Income with Guaranteed Payments** We will make payments for as long as either the Annuitant or joint Annuitant, named at the time of Income Plan selection, lives. If both the Annuitant and the joint Annuitant die before the selected number of guaranteed payments have been made, we will continue to pay the remainder of the guaranteed payments.

3. **Guaranteed Number of Payments.** We will make payments for a specified number of months beginning on the Payout Start Date. These payments do not depend on the Annuitant's life. The number of months guaranteed may be from 60 to 360.

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We reserve the right to make available other Income Plans.

Income Payments Income payment amounts may vary based on any Sub-Account of the Variable Account and/or may be fixed for the duration of the Income Plan. The method of calculating the initial payment is different for Variable Amount Income Payments and Fixed Amount Income Payments. The Contract Maintenance Charge will be deducted in equal payments from each income payment. The Contract Maintenance Charge will be waived if the total Contract Value is \$50,000 or more as of the Payout Start Date.

Variable Amount Income Payments The initial income payment based upon the Variable Account is calculated by applying the portion of the Contract Value in the Variable Account on the Payout Start Date, less any applicable premium tax, to the appropriate value from the Income Payment Table selected. Subsequent income payments will vary depending upon the changes in the Annuity Unit Values for the Sub-Accounts upon which the income payments are based.

The portion of the initial income payment based upon a particular Variable Sub-Account is determined by applying the amount of the Contract Value in that Sub-Account on the Payout Start Date, less any applicable premium tax, to the appropriate value from the Income Payment Table. This portion of the initial income payment is divided by the Annuity Unit Value on the Payout Start Date for that Variable Sub-Account to determine the number of Annuity Units from that Sub-Account which will be used to determine subsequent income payments. Unless Annuity Transfers are made between Sub-Accounts, each subsequent income payment from that Sub-Account will be that number of Annuity Units times the Annuity Unit Value for the Sub-Account for the Valuation Date on which the income payment is made.

Annuity Unit Value The Annuity Unit Value for each Sub-Account of the Variable Account at the end of any Valuation Period is calculated by:

o multiplying the Annuity Unit Value at the end of the immediately preceding Valuation Period by the Sub-Account's Net Investment Factor during the period; and then

o dividing the result by 1.000 plus the assumed investment rate for the period. The assumed investment rate is an effective annual rate of 3%.

Fixed Amount Income Payments The income payment amount derived from any money allocated to the Fixed Account Options during the Accumulation Phase are fixed for the duration of the Income Plan. The Fixed Amount Income Payment is calculated by applying the portion of the Contract Value in the Fixed Account Options on the Payout Start Date, adjusted by any Market Value Adjustment plus any amount from the Variable Account that the Owner elects to apply to a Fixed Amount Income Payment and less any applicable premium tax, to the greater of the appropriate value from the Income Payment Table selected or such other value as we are offering at that time.

Annuity Transfers After the Payout Start Date, you may transfer among the variable subaccounts. You may make up to 12 transfers per Contract year. No transfers may be made from the Fixed Amount Income Payment. Transfers from the Variable Amount Income Payment to the Fixed Amount Income Payment may not be made for six months after the Payout Start Date.

Payout Terms and Conditions The income payments are subject to the following terms and conditions:

- o If the Contract Value is less than \$2,000, or not enough to provide an initial payment of at least \$20, we reserve the right to:
- o change the payment frequency to make the payment at least \$20; or
- o terminate the Contract and pay you the Contract Value adjusted by any Market Value Adjustment and less any applicable taxes in a lump sum.

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o If we do not receive a written choice of an Income Plan from you at least 30 days before the Payout Start Date, the Income Plan will be life income with guaranteed payments for 120 months.

o If you choose an Income Plan which depends on any person's life, we may require:

- o proof of age and sex before income payments begin; and
- o proof that the Annuitant or joint Annuitant is still alive before we make each payment.

o After the Payout Start Date, the Income Plan cannot be changed and withdrawals cannot be made unless variable income payments are being made under Income Plan 3. You may terminate all or a portion of the income payments being made under Income Plan 3 at any time and withdraw their value by writing to us. For Variable Amount Income Payments, this value is equal to the present value of the Variable Amount Income Payments being terminated, calculated using a discount rate equal to the assumed investment rate that was used in determining the initial variable payment.

o If any Owner dies during the Payout Phase, the remaining income payments will be paid to the successor Owner as scheduled.

INCOME PAYMENT TABLES

The initial income payment will be at least the amount based on the adjusted age of the Annuitant(s) and the tables below, less any federal income taxes which are withheld. The adjusted age is the actual age of the Annuitant(s) on the Payout Start Date reduced by one year for each six full years between January 1, 2000 and the Payout Start Date. Income payments for ages and guaranteed payment periods not shown below will be determined on a basis consistent with that used to determine those that are shown. The Income Payment Tables are based on 3.0% interest and the Annuity 2000 Mortality Tables.

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Income Plan 1 - Life Income with Guaranteed Payments for 120 Months

Monthly Income Payment for each \$1,000 Applied to this Income Plan

Annuitant's Annuitant's Annuitant's
Adjusted Male Female Adjusted Male Female Adjusted Male Female
Age Age Age

35	\$	3.34	\$3.22	49	\$3.99	\$3.76	63	\$5.23	\$4.84
36	3.38	3.24	50	4.05	3.81	64	5.35	4.95	
37	3.41	3.27	51	4.11	3.87	65	5.49	5.07	
38	3.45	3.30	52	4.18	3.93	66	5.62	5.20	
39	3.49	3.34	53	4.26	3.99	67	5.77	5.33	
40	3.53	3.37	54	4.33	4.06	68	5.92	5.47	
41	3.57	3.41	55	4.41	4.13	69	6.07	5.62	
42	3.62	3.44	56	4.50	4.20	70	6.23		
43	3.66	3.48	57	4.58	4.28	71	5.78		
44	3.71	3.52	58	4.68	4.36	72	6.39	5.94	
45	3.76	3.57	59	4.78	4.45	73	6.56	6.11	
46	3.81	3.61	60	4.88	4.54	74	6.73	6.29	
47	3.87	3.66	61	4.99	4.63	75	6.90	6.48	
48	3.93	3.71	62	5.11	4.73	7.08	6.67		

Income Plan 2 - Joint and Survivor Life Income with Guaranteed Payments for 120 Months

Monthly Income Payment for each \$1,000 Applied to this Income Plan

Female Annuitant's Adjusted Age

Male
Annuitant's 35 40 45 50 55 60 65 70 75
Adjusted
Age

35	\$3.06	\$3.12	\$3.17	\$3.22	\$3.26	\$3.28	\$3.31	\$3.32	\$3.33
40	3.10	3.18	3.26	3.32	3.38	3.43	3.46	3.49	3.51
45	3.13	3.23	3.33	3.43	3.52	3.59	3.65	3.69	3.72
50	3.16	3.27	3.40	3.53	3.65	3.76	3.86	3.93	3.98
55	3.18	3.30	3.45	3.61	3.77	3.94	4.08	4.20	4.29
60	3.19	3.33	3.49	3.68	3.88	4.10	4.31	4.51	4.66
65	3.20	3.34	3.52	3.73	3.97	4.24	4.54	4.83	5.08
70	3.21	3.35	3.54	3.76	4.03	4.36	4.73	5.13	5.52
75	3.21	3.36	3.55	3.78	4.07	4.44	4.87	5.38	5.92

Income Plan 3 - Guaranteed Number of Payments

Monthly Income Payment for each
Specified Period \$1,000 Applied to this Income Plan

10 Years	\$9.61
11 Years	8.86
12 Years	8.24
13 Years	7.71
14 Years	7.26
15 Years	6.87
16 Years	6.53
17 Years	6.23
18 Years	5.96
19 Years	5.73
20 Years	5.51

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GENERAL PROVISIONS

The Entire Contract The entire contract consists of this Contract, any written applications, and any Contract endorsements and riders.

All statements made in written applications are representations and not warranties. No statement will be used by us in defense of a claim or to void the Contract unless it is included in a written application. If your Contract is voided, you will receive any purchase payments allocated to the Variable Account, adjusted to reflect investment gain or loss from the date of allocation to the date the Contract is voided, plus any purchase payments allocated to the Fixed Account Options, less any withdrawals.

Only our officers may change the Contract or waive a right or requirement. No other individual may do this.

We may not modify this Contract without your signed consent, except to make it comply with any changes in the Internal Revenue Code or as required by any other applicable law.

Incontestability We will not contest the validity of this Contract after the issue date.

Misstatement of Age or Sex If any age or sex has been misstated, we will pay the amounts which would have been paid at the correct age and sex.

If we find the misstatement of age or sex after the income payments begin, we will:

o pay all amounts underpaid including interest calculated at an effective annual rate of 6%; or

o stop payments until the total income payments made are equal to the total amounts that would have been made if the correct age and sex had been used.

Annual Statement At least once a year, prior to the Payout Start Date, we will send you a statement containing Contract Value information. We will provide you with Contract Value information at any time upon request. The information presented will comply with any applicable law.

Settlements We may require that this Contract be returned to us prior to any settlement. We must receive due proof of death of the Owner or Annuitant prior to settlement of a death claim.

Any full withdrawal or death benefit under this Contract will not be less than the minimum benefits required by any statute of the state in which the Contract is delivered.

Deferment of Payments We will pay any amounts due from the Variable Account under this Contract within seven days, unless:

o the New York Stock Exchange is closed for other than usual weekends or holidays, or trading on such Exchange is restricted;

o an emergency exists as defined by the Securities and Exchange Commission; or

o the Securities and Exchange Commission permits delay for the protection of Contract holders.

We reserve the right to postpone payments or transfers from the Fixed Account Options for up to six months. If we elect to postpone payments or transfers from the Fixed Account Options for 30 days or more, we will pay interest as required by applicable law. Any interest would be payable from the date the payment or transfer request is received by us to the date the payment or transfer is made.

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Variable Account Modifications We reserve the right, subject to applicable law, to make additions to, deletions from, or substitutions for the mutual fund shares underlying the Sub-Accounts of the Variable Account. We will not substitute any shares attributable to your interest in a Sub-Account of the Variable Account without notice to you and prior approval of the Securities and Exchange Commission, to the extent required by the Investment Company Act of 1940.

We reserve the right to establish additional Sub-Accounts of the Variable Account, each of which would invest in shares of another mutual fund. You may then instruct us to allocate purchase payments or transfers to such Sub-Accounts, subject to any terms set by us or the mutual fund. We reserve the right to limit the availability of funds for this Contract.

In the event of any such substitution or change, we may by endorsement, make such changes as may be necessary or appropriate to reflect such substitution or change.

If we deem it to be in the best interests of persons having voting rights under the contracts, the Variable Account may be operated as a management company under the Investment Company Act of 1940 or it may be deregistered under such Act in the event such registration is no longer required.

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APPLICATION

GLENBROOK VARIABLE ANNUITIES

GLENBROOK PROVIDER ULTRA AND GLENBROOK PROVIDER ADVANTAGE

GLENBROOK LIFE

A Member of Allstate Financial Group

GLAR246SUNCW 05/01

GLENBROOK LIFE FLEXIBLE PREMIUM DEFERRED VARIABLE ANNUITY

----- Issued by: Glenbrook Life and Annuity Company
A Member of Allstate Financial Group PO Box 94042, Palatine, Illinois 60094

1. Select Product

// Glenbrook Provider Ultra // Glenbrook Provider Advantage

2. Owner(s)

Name _____ //M //F Birthdate ___/___/___
Address _____ Soc. Sec. No. ___-___-___
Street _____
Phone No. () _____

City State Zip _____
Name _____ //M //F Birthdate ___/___/___
Address _____ Soc. Sec. No. ___-___-___
Street _____
Phone No. () _____
City State Zip Relationship to Other Owner _____

3. Annuitant

Leave blank if Annuitant is the same as sole Owner; otherwise complete.

Name _____ //M //F Birthdate ___/___/___
Address _____ Soc. Sec. No. ___-___-___
Street _____
Phone No. () _____
City State Zip _____

4. Beneficiary(ies)

Primary Contingent Name Relationship to Owner %

// / _____
// / _____
// / _____
// / _____

5. Death Benefit Options

Choose one or any combination of the following:

Base Contract + // No Rider; or // Enhanced Death Benefit Rider; or // Enhanced Earnings Death Benefit Rider; or // Income Benefit Rider

6. Purchase Payment/

Variable Account
Plan Options

Initial Purchase Payment \$ _____

Please allocate the above amount in \$ or % (circle one) to the Variable Sub-Account specified below:
Total must equal 100%

AIM V.I. FUNDS MFS PUTNAM (Cont.)

// AIM V.I. Balanced Fund ___ // MFS Emerging // Putnam VT New Value Fund ___
// AIM V.I. Capital Growth Series ___ // Putnam VT Voyager Fund II ___
Appreciation Fund ___ // MFS Investors
// AIM V.I. Growth Fund ___ Trust Series ___ STI CLASSIC FUNDS
// AIM V.I. Growth and // MFS New Discovery Series ___ // STI Capital
Income Fund ___ // MFS Research Series ___ Appreciation Fund ___
// AIM V.I. High Yield Fund ___ // MFS Utilities Series ___ // STI Growth and
// AIM V.I. Value Fund ___ Income Fund ___
OPPENHEIMERFUNDS // STI International
FEDERATED // Oppenheimer Agressive Equity Fund ___
// Federated Prime Growth Fund/VA ___ // STI Investment Grade
Money Fund II ___ // Oppenheimer Capital Bond Fund ___
Appreciation Fund/VA ___ // STI Mid-Cap Equity Fund ___
FIDELITY-SERVICE CLASS 2 // Oppenheimer Global // STI Quality Growth
// Fidelity VIP Contrafund Securities Fund/VA ___ Stock Fund ___

Portfolio ___ // Oppenheimer Main Street // STI Small Cap Value
 // Fidelity VIP Equity-Income Growth & Income Fund/VA ___ Equity Fund ___
 Portfolio ___ // Oppenheimer Multiple // STI Value Income
 // Fidelity VIP Growth Strategies Fund/VA ___ Stock Fund ___
 Portfolio ___ // Oppenheimer Strategic
 // Fidelity VIP High Bond Fund/VA ___ DCA Fixed Account
 Income Portfolio ___ PUTNAM (Subject to state availability)
 // Fidelity VIP Index 500 ___ // Putnam VT Diversified // Short Term DCA ___
 // Fidelity VIP Income Fund ___ // Extended Short
 Overseas Portfolio ___ // Putnam VT Growth and
 Income Fund ___ GUARANTEE PERIODS
 FRANKLIN TEMPLETON-CLASS 2 FUNDS // Putnam VT Growth (not available in MD, OR, PR, TX, WA)
 // Templeton Global Income Opportunities Fund ___ // 1 Year Guarantee Period ___
 Securities Fund - Class 2 ___ // Putnam VT Health // 3 Year Guarantee Period ___
 // Templeton Growth Science Fund ___ // 5 Year Guarantee Period ___
 Securities Fund - Class 2 ___ // 7 Year Guarantee Period ___
 // 10 Year Guarantee Period ___

7. Tax Qualified Plan

// Yes // No (If Yes, complete the following.)

// Traditional IRA or // Roth IRA // SEP // Other _____
 // Rollover // Transfer // Contribution \$ _____ Contribution Year _____

8. Replacement Information

Do you have any existing annuity or life insurance contracts? // Yes // No
 Will this annuity replace or change any existing annuity or life insurance? // Yes // No
 (If Yes, complete the following and appropriate form(s), i.e. 1035 Exchange or IRA/TSA Transfer plus any applicable state replacement form.)

Company _____ Policy No. _____
 Date Policy Issued _____

9. Dollar-Cost Averaging Program
 (Subject to State Availability)

// Short Term Dollar Cost Averaging Fixed Account
 Money will be transferred in equal monthly installments for ___ months.*
 // Extended Short Term Dollar Cost Averaging Fixed Account
 Money will be transferred in equal monthly installments for ___ months.*
 // Money Market
 Please transfer \$ _____ from the Money Market Sub-Account each month starting ___/___/___.

*Contact Glenbrook for current transfer periods offered.

Please allocate the DCA Account amount to the sub-accounts specified below:

Note: Dollar-Cost Averaging into the Fixed Accounts is not available.

This agreement ends automatically when the account value in the sub-account selected above has been depleted.

Sub-account % or \$ Sub-account % or \$

 Total = 100%

10. Automatic Portfolio Rebalancing Program

Please complete a transfer between the Variable Sub-accounts to achieve the ending percent allocation below.
 Please complete this transfer on a: // Monthly // Quarterly // Semi-annually // Annually
 None of the money allocated to the MVA or DCA Fixed Accounts will be transferred as a result of this rebalancing program.
 Please begin the Rebalancing Program on ___/___/___.
 // Keep in effect until notified otherwise. // Stop the Rebalancing Program on ___/___/___.

Sub-account % or \$ Sub-account % or \$

11. Automatic Additions Program

I authorize Glenbrook Life and Annuity Company (Glenbrook) to begin automatic debits from the account designated below. The funds withdrawn from this account shall be added to my annuity as an Automatic Addition (Purchase Payment) to the sub-accounts specified below:

The debit amount is \$ _____. The debits should begin in _____
 (Month)
 Debit my (check one) // Checking Account // Savings Account
 on the (check one) // 5th day or // 25th date of each (check one) // Month or // Quarter

Financial Institution _____
 Address _____
 ABA No. _____ Acct. No. _____

Please allow three business days for the payment to be credited to your annuity.

A VOIDED BLANK CHECK FOR THE ABOVE ACCOUNT MUST BE ATTACHED.

// Keep the Automatic Addition Program in effect until notified otherwise.
 // Stop the Automatic Addition Program on ___/___/___.

Sub-account % or \$ Sub-account % or \$

12. Systematic Withdrawal Authorization

I hereby authorize Glenbrook Life and Annuity Company to make withdrawals of the amount indicated below. I understand that withdrawals may result in taxable income and, prior to owner's age of 59 1/2, may be subject to a 10% federal penalty. Up to 15% of purchase payments may be withdrawn each contract year.

Withdrawals that exceed 15% may be assessed a withdrawal charge.

Please check frequency: // Monthly // Quarterly // Semi-Annually // Annually

Start Date: __/__/__

// Gross partial withdrawal. The check may differ from the requested amount due to applicable charges, adjustments or income tax withholding. Gross Amount: \$ _____.

// Net partial withdrawal. The check amount will equal the requested amount. The Account Value will be reduced to reflect the amount received, as well as applicable charges, adjustments and income tax withholding. Net Amount: \$ _____

Specify percentage or dollar amount to be withdrawn from each sub-account.

Sub-account % or \$ Sub-account % or \$

12a. Withholding Election (Required)

// I do want to have ____% federal tax withheld. If no percentage is indicated, 10% will be withheld.

// I do not want to have federal income tax withheld. Federal income tax will be withheld unless this box is checked.

12b. Direct Deposit

Please deposit the above amount to: (check one) // Checking Account // Savings Account

Financial Institution _____
Address _____
ABA No. _____ Acct. No. _____

Please allow two business days for the payment to be credited to your account.

A VOIDED BLANK CHECK FOR THE ABOVE ACCOUNT MUST BE ATTACHED

If, instead of a direct deposit, you wish to have a check mailed to you, complete the following:

Payee's Name _____ Acct. No.* _____
*If applicable
Address _____

Notice of Withholding

You may elect to have federal income tax withheld from the taxable portion of your distribution by contacting Glenbrook Life and Annuity Company. A withholding election will remain in effect until revoked, which you may do at any time. If you do not make payments of estimated tax, and do not have enough tax withheld, you may be subject o penalties under the estimated tax rules. GA residents: If you chose to have federal income tax withheld, depending on the type of distribution, the laws of your state may require that state income tax be withheld. The withholding rate on withdrawals, which are not distributions from a plan qualified under Internal Revenue Code Sections 401 or 403(b), is 10% of the taxable portion of the withdrawal. Distributions from a plan qualified under Internal Revenue Code Section 401 or 403(b) may be subject to 20% withholding. If you request such a distribution, you will receive a notice outlining the applicable rules.

13. Special Instructions

// I would like to receive a Statement of Additional Information (SAI).

14. Signature(s)

If this application is declined, Glenbrook Life and Annuity Company will have no liability except to return the purchase payment. I understand that any distribution from a Fixed Account prior to the end of a guarantee period may be subject to a Market Value Adjustment, which may be negative or positive. I understand that annuity values and income payments based on the investment experience of a variable account are variable and are not guaranteed as to dollar amount. I have received the current prospectus for this variable annuity. I have read the above statements and any applicable fraud warning for my state. I represent that the information I have provided is complete and true to the best of my knowledge and belief.

Signed at _____ Date __/__/__
City State
Owner(s) Signature(s) _____

15. Agent Use Only

To the best of my knowledge, the insured has an existing annuity of life insurance? // Yes // No
Will the annuity applied for replace or change any existing annuity or life insurance? // Yes // No

Agent Name (Please print) _____ Phone No. () ____-____
Agent Signature _____ Soc. Sec. No. _____
Florida License ID Number _____ Agent Option [A][B][C][D][E]

IMPORTANT INFORMATION

For applicants in the District of Columbia: Warning: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In

addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

For applicants in Georgia: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or on an application containing any false, incomplete, or misleading information may be guilty of a felony of the third degree.

For applicants in Florida: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or on an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

o Annuities are not insured by the Federal Deposit Insurance Corporation (FDIC) or any other agency of the United States or the Bank.

o Annuities are not deposits or obligation of, or guaranteed by, any bank or an affiliate of any bank.

o The financial institution does not guarantee performance by the insurer issuing the annuity.

o Variable annuities involve investment risk, including the possible loss of value.

o Variable annuities are NOT protected by the Securities Investor Protection Corporation (SIPC) as to the loss of the principal amount invested.

Mailing Address: Glenbrook Life and Annuity Company Sales Support: AFDinc: 1-877-254-0772
P.O. Box 94042
Palatine, Illinois 60094

Overnight Address: Glenbrook Life and Annuity Company Customer Service: 1-888-755-5275
300 N. Milwaukee Avenue
Vernon Hills, Illinois 60061

Allstate Financials of the marketing name for Allstate Life Insurance Company, its affiliates and subsidiaries. The Glenbrook Provider Ultra and Glenbrook Provider Advantage Variable Annuities are flexible premium deferred variable annuities issued by Glenbrook Life and Annuity Company and underwritten by ALFS, Inc. Both are subsidiary affiliates of Allstate Life Insurance Company, headquartered in Northbrook, Illinois. The Glenbrook Provider Ultra and Glenbrook Provider Advantage Annuities are sold through agreements with unaffiliated registered representatives, broker-dealers, and bank employees who are licensed annuity representatives.

IMSA
Insurance Marketplace Standards Association

Membership Promotes Ethical Market Conduct for Individual Life Insurance and Annuities

GLAR246SUNCW 5/01

GLMU142
Glenbrook Life
and Annuity Company
A Stock Company

Headquarters: 3100 Sanders Road, Northbrook, Illinois 60062-7154

Flexible Premium Deferred Variable Annuity Contract

This Contract is issued to the Owner in consideration of the initial purchase payment. Glenbrook Life and Annuity Company will pay the benefits of this Contract, subject to its terms and conditions.

Throughout this Contract, "you" and "your" refer to the Contract owner(s). "We", "us "and" our" refer to Glenbrook Life and Annuity Company.

Contract Summary

This flexible premium deferred variable annuity provides a cash withdrawal benefit, a death benefit, and a settlement value during the Accumulation Phase and periodic income payments beginning on the Payout Start Date during the Payout Phase.

The dollar amount of income payments or other values provided by this Contract, when based on the investment experience of the Variable Account, will vary to reflect the performance of the Variable Account. For amounts in the Guaranteed Maturity Fixed Account, the withdrawal benefit, the settlement value, transfers to other sub-accounts and any periodic income payments may be subject to a Market Value Adjustment which may result in an upward or downward adjustment of the amount distributed.

This Contract does not pay dividends.

The tax status of this Contract as it applies to the Owner should be reviewed each year.

PLEASE READ YOUR CONTRACT CAREFULLY.

This is a legal Contract between the Contract Owner(s) and Glenbrook Life and Annuity Company.

Return Privilege

Upon written request we will provide you with factual information regarding the benefits and provisions contained in this Contract. If you are not satisfied with this Contract for any reason, you may return it to us or our agent within 20 days after you receive it. We will refund any purchase payments allocated to the Variable Account, adjusted to reflect investment gain or loss from the date of allocation through the date of cancellation, plus any purchase payments allocated to the Fixed Account. (Where required by state law, we will refund any purchase payments.) If this Contract is qualified under Section 408 of the Internal Revenue Code, we will refund the greater of any purchase payments or the Contract Value.

If you have any questions about your Glenbrook Life variable annuity, please contact Glenbrook Life at (800) 776-6978.

[GRAPHIC OMITTED][GRAPHIC OMITTED]

Secretary Chairman and Chief Executive Officer

Flexible Premium Deferred Variable Annuity

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DPGM142

ANNUITY DATA

CONTRACT NUMBER:.....44444444
ISSUE DATE:.....May 1, 2001
INITIAL PURCHASE PAYMENT:.....\$10,000.00
IRA

INITIAL ALLOCATION OF PURCHASE PAYMENT:

ALLOCATED
AMOUNT (%)
VARIABLE SUB-ACCOUNTS
Fund Manager Sub-account A 10%
Fund Manager Sub-account B 10%
Fund Manager Sub-account C 10%
Fund Manager Sub-account D 10%

CURRENT RATE
ALLOCATED ANNUALIZED GUARANTEED
AMOUNT (%) INTEREST RATE THROUGH

GUARANTEED MATURITY FIXED ACCOUNTS
1 Year Guarantee Period 10% 4.25% 05/01/2002
3 Year Guarantee Period 10% 4.75% 05/01/2004
5 Year Guarantee Period 10% 5.25% 05/01/2006
7 Year Guarantee Period 10% 5.50% 05/01/2008
10 Year Guarantee Period 10% 5.75% 05/01/2011

SIX-MONTH DOLLAR COST AVERAGING FIXED ACCOUNT
5% 4.50% 11/01/2001

TWELVE-MONTH DOLLAR COST AVERAGING FIXED ACCOUNT
5% 5.00% 05/01/2002

MINIMUM GUARANTEED RATE

Fixed Account Options:.....3.00%

PAYOUT START DATE:.....May 1, 2056
(The date annuity payments are anticipated to begin)

OWNER:.....John Doe

ANNUITANT:.....John Doe
AGE AT ISSUE:.....35
SEX:.....Male

BENEFICIARY RELATIONSHIP TO OWNER PERCENTAGE
Jane Doe Wife 100%

CONTINGENT BENEFICIARY RELATIONSHIP TO OWNER PERCENTAGE
Susan Doe Daughter 100%

THE PERSONS INVOLVED

Owner The person named at the time of application is the Owner of this Contract unless subsequently changed. As Owner, you will receive any periodic income payments, unless you have directed us to pay them to someone else. The Contract cannot be jointly owned by both a non-living person and a living person.

You may exercise all rights stated in this Contract, subject to the rights of any irrevocable Beneficiary.

You may change the Owner at any time by written notice in a form satisfactory to us. If the Owner is a living person, you may change the Annuitant prior to the Payout Start Date by written notice in a form satisfactory to us. Once we accept a change, the change will take effect as of the date you signed the request. Each change is subject to any payment we make or other action we take before we accept it.

You may not assign an interest in this Contract as collateral or security for a loan. However, you may assign periodic income payments under this Contract prior to the Payout Start Date. We are bound by an assignment only if it is signed by the assignor and filed with us. We are not responsible for the validity of an assignment.

If the sole surviving Owner dies prior to the Payout Start Date, the Beneficiary becomes the new Owner. If the sole surviving Owner dies after the Payout Start Date, the Beneficiary becomes the new Owner as described in the Beneficiary provision and will receive any subsequent guaranteed income payments.

If more than one person is designated as Owner:

Owner as used in this Contract refers to all people named as Owners, unless otherwise indicated;

any request to exercise ownership rights must be signed by all Owners; and

on the death of any person who is an Owner, the surviving person(s) named as Owner will continue as Owner.

Annuitant The Annuitant is the person named on the Annuity Data Page, but may be changed by the Owner, as described above. The Annuitant must be a living person. If the Owner of the Contract is a grantor trust, then the Annuitant must be the oldest grantor. If the Annuitant dies prior to the Payout Start Date, the new Annuitant will be:

the youngest Owner; otherwise,

the youngest Beneficiary.

Beneficiary The Beneficiary is the person(s) named on the Annuity Data Page unless later changed by the Owner. The Primary Beneficiary is the Beneficiary(ies) who is first entitled to receive benefits under the Contract upon the death of the sole surviving Owner. The Contingent Beneficiary is the Beneficiary(ies) entitled to receive benefits under the Contract when all Primary Beneficiary(ies) predecease the Owner(s).

You may change or add Beneficiaries at any time by written notice in a form satisfactory to us, unless you have designated an irrevocable Beneficiary. You may restrict income payments to Beneficiaries by written notice in a form satisfactory to us. Once we accept the request, the change or restriction, will take effect as of the date you signed the request. Any change is subject to any payment we make or other action we take before we accept it.

Benefits Payable to Beneficiaries

9 If the sole surviving Owner dies after the Payout Start Date, the Beneficiary(ies) will receive any guaranteed income payments scheduled to continue.

9 If the sole surviving Owner dies before the Payout Start Date, the Beneficiary(ies) may elect to receive a Death Benefit or become the new Owner.

Order of Payment of Benefits

As described above under Benefits Payable to Beneficiaries, Beneficiary(ies) will receive any guaranteed income payments scheduled to continue, or the right to elect to receive a Death Benefit or become the new Owner, in the following order of classes:

9 Primary Beneficiary

Upon the death of the sole surviving Owner before the Payout Start Date, the Primary Beneficiary(ies), if living, will have the right to elect to receive a Death Benefit or become the new Owner with rights as defined in the Death of Owner provision. Upon the death of the sole surviving Owner after the Payout Start Date, Primary Beneficiary(ies), if living, will receive the guaranteed income payments scheduled to continue.

9 Contingent Beneficiary

Before the Payout Start Date the Contingent Beneficiary, if living, will have the right to elect to receive a Death Benefit or become the new Owner with rights as defined in the Death of Owner provision upon the death of the Owner if all Primary Beneficiaries die before the sole surviving Owner. After the Payout Start Date the Contingent Beneficiary, if living, will receive the guaranteed income payments scheduled to continue upon the death of the Owner if all Primary Beneficiaries die before the sole surviving Owner.

If none of the named Beneficiaries are living when the sole surviving Owner dies, or if a Beneficiary has not been named, the new Beneficiary will be:

your spouse, or if he or she is no longer living,

your surviving children equally, or if you have no surviving children,

your estate.

Unless you have provided directions to the contrary, the Beneficiaries will take equal shares. If there is more than one Beneficiary in a class and one of the Beneficiaries predeceases the Owner, the remaining Beneficiaries in that class will divide the deceased Beneficiary's share in proportion to the original share of the remaining Beneficiaries

ACCUMULATION PHASE

Accumulation Phase Defined The "Accumulation Phase" is the first of two phases during your Contract. The Accumulation Phase begins on the issue date stated on the Annuity Data Page. This phase will continue until the Payout Start Date unless this Contract is terminated before that date.

Contract Year The one year period beginning on the issue date and on each anniversary of the issue date.

Purchase Payments The initial payment is shown on the Annuity Data Page. You may make subsequent purchase payments during the Accumulation Phase. We may limit the amount of each purchase payment that we will accept to a minimum of \$500 and a maximum of \$1,000,000. We may limit your ability to make subsequent purchase payments in order to comply with the laws of the state where this Contract is delivered. We will invest the purchase payments in the Investment Alternatives you select. You may allocate any portion of your purchase payment in whole percents from 0% to 100% or in exact dollar amounts to any of the Investment Alternatives. The total allocation must equal 100%.

The allocation of the initial purchase payment is shown on the Annuity Data Page. Allocation of each subsequent purchase payment will be the same as the allocation for the most recent purchase payment unless you change the allocation. You may change the allocation of subsequent purchase payments at any time, without charge, simply by giving us written notice. Any change will be effective at the time we receive the notice.

Initial Purchase Payment Allocation If the Return Privilege provision requires us to refund purchase payments, then during the Return Privilege period, we reserve the right to invest any purchase payments you allocated to the Variable Account to a Money Market Variable Sub-account available under this Contract. We will notify you if we do so. At the end of the Return Privilege period, the amount in the Money Market Variable Sub-account will be allocated to the Variable Account as originally designated by you. This allocation will not be considered a transfer.

Investment Alternatives Investment Alternatives are the Sub-accounts of the Variable Account, the Six-Month Dollar Cost Averaging Fixed Account, the Twelve-Month Dollar Cost Averaging Fixed Account, and the Guarantee Periods of the Guaranteed Maturity Fixed Account shown on the application. We may offer additional Sub-accounts of the Variable Account at our discretion. We reserve the right to limit the availability of the Investment Alternatives.

Variable Account The "Variable Account" for this Contract is the Glenbrook Life and Annuity Company Separate Account A. This account is a separate investment account to which we allocate assets contributed under this and certain other Contracts. The income, gains and losses, realized or unrealized, from assets allocated to the Variable Account are credited to or charged against the account without regard to our other income, gains or losses.

Variable Sub-accounts The Variable Account is divided into Sub-accounts. Each Sub-account invests solely in the shares of the mutual fund underlying that Sub-account.

Fixed Account Options The Fixed Account Options are the Six-Month Dollar Cost Averaging Fixed Account, the Twelve-Month Dollar Cost Averaging Fixed Account, and the Guarantee Periods of the Guaranteed Maturity Fixed Account.

Six-Month Dollar Cost Averaging Fixed Account Money in the Six-Month Dollar Cost Averaging Fixed Account will earn interest at the annual rate in effect at the time of allocation to the Six-Month Dollar Cost Averaging Fixed Account. Each purchase payment in the Six-Month Dollar Cost Averaging Fixed Account must be at least \$500. Each purchase payment and associated interest in the Six-Month Dollar Cost Averaging Fixed Account must be transferred to Sub-accounts of the Variable Account according to your current allocation instructions in equal monthly installments within the selected transfer period. You may select a transfer period of no more than 6 months. If you discontinue the Dollar Cost Averaging program before the end of the transfer period, the remaining balance in the Six-Month Dollar Cost Averaging Fixed Account will be transferred to the Money Market Variable Sub-account unless you request a different Investment Alternative. At the end of the transfer period, any residual amount will be automatically transferred to the Money Market Variable Sub-account. No amount may be transferred into the Six-Month Dollar Cost Averaging Fixed Account.

For each purchase payment, the first transfer from the Six-Month Dollar Cost Averaging Fixed Account must begin the next business day after the date payment is received. If we do not receive an allocation instruction from you when payment is received, the payment plus associated interest will be transferred to the Money Market Variable Sub-account in equal monthly installments within the selected transfer period until we have received a different allocation instruction.

Twelve-Month Dollar Cost Averaging Fixed Account Money in the Twelve-Month Dollar Cost Averaging Fixed Account will earn interest at the annual rate in effect at the time of allocation to the Twelve-Month Dollar Cost Averaging Fixed Account. Each purchase payment in the Twelve-Month Dollar Cost Averaging Fixed Account must be at least \$500. Each purchase payment and associated interest in the Twelve-Month Dollar Cost Averaging Fixed Account must be transferred to Sub-accounts of the Variable Account according to your current allocation instructions in equal monthly installments within the selected transfer period. You may select a transfer period of no more than 12 months. If you discontinue the Dollar Cost Averaging program before the end of the transfer period, the remaining balance in the Twelve-Month Dollar Cost Averaging Fixed Account will be transferred to the Money Market Variable Sub-account unless you request a different Investment Alternative. At the end of the transfer period, any residual amount will be automatically transferred to the Money Market Variable Sub-account. No amount may be transferred into the Twelve-Month Dollar Cost Averaging Fixed Account.

For each purchase payment, the first transfer from the Twelve-Month Dollar Cost Averaging Fixed Account must begin the next business day after payment is received. If we do not receive an allocation instruction from you when payment is received, the payment plus associated interest will be transferred to the Money Market Variable Sub-account in equal monthly installments within the selected transfer period until we have received a different allocation instruction.

Guaranteed Maturity Fixed Account The Guaranteed Maturity Fixed Account is divided into Guarantee Periods. A Guarantee Period is identified by the date the Guarantee Period begins and the duration of the Guarantee Period. You create a Guarantee Period when:

you make a purchase payment; or

you select a new Guarantee Period after the prior Guarantee Period expires; or

you transfer an amount from an existing Sub-account of the Variable Account, from another Guarantee Period of the Guaranteed Maturity Fixed Account, or from any Fixed Account Option.

You must select the Guarantee Period for all purchase payments and transfers allocated to the Guaranteed Maturity Fixed Account. Each purchase payment or transfer into the Guaranteed Maturity Fixed Account must be at least \$500. If you do not select a Guarantee Period for a purchase payment or transfer, we will assign the same period(s) as used for the most recent purchase payment. Guarantee Periods are offered at our discretion and may range from one to ten years. We may change the Guarantee Periods available for future purchase payments or transfers allocated to the Guaranteed Maturity Fixed Account.

We will mail you a notice prior to the expiration of each Guarantee Period outlining the options available at the end of the Guarantee Period. At the end of a Guarantee Period, we will automatically renew the Guarantee Period value to a Guarantee Period of the same duration to be established on the day the previous Guarantee Period expired. During the 30 day period after a Guarantee Period expires you may:

take no action and we will automatically apply the Guarantee Period value to a Guarantee Period of the same duration as the Guarantee Period that just expired to be established on the day the previous Guarantee Period

expired; or

notify us to apply the Guarantee Period value to a new Guarantee Period(s) to be established on the day we received the notification; or

notify us to apply the Guarantee Period value to any Sub-account of the Variable Account on the day we receive the notification; or

receive a portion of the Guarantee Period value or the entire Guarantee Period value through a partial or full withdrawal. A Withdrawal Charge and any applicable taxes may apply. In this case, the amount withdrawn will be deemed to have been withdrawn on the day we received notification.

No Market Value Adjustments will apply during the 30 day period after a Guarantee Period expires.

Crediting Interest We credit interest daily to money allocated to the Fixed Account Options. Interest compounds over one year at the current annualized interest rates we are offering when the money is allocated. The current annualized interest rate will remain unchanged until the end of the Guarantee Period. When a Guarantee Period expires and a new Guarantee Period is established, we will credit interest at the current rate we are offering when the new Guarantee Period is established. The annualized interest rate for any Fixed Account Option will never be less than 3%.

We will credit interest to subsequent purchase payments allocated to any Fixed Account Options from the date we receive them at the rate that we are offering at that time. We will credit interest to transfers to a Guarantee Period of the Guaranteed Maturity Fixed Account from the date the transfer is made at the rate that we are offering at that time.

Transfers Prior to the Payout Start Date, you may transfer amounts between Investment Alternatives. You may make 12 transfers per Contract Year without charge. Each transfer after the 12th in any Contract Year may be assessed a \$25 transfer fee. Multiple transfers on a single trading day are considered a single transfer.

Transfers are subject to the following restrictions:

No amount may be transferred into the Six-Month Dollar Cost Averaging Fixed Account or the Twelve-Month Dollar Cost Averaging Fixed Account.

At the end of the transfer period, any residual amount in the Six-Month

Dollar Cost Averaging Fixed Account or the Twelve-Month Dollar Cost Averaging Fixed Account will be automatically transferred to the Money Market Variable Sub-account.

The minimum amount that may be transferred into a Guarantee Period of the Guaranteed Maturity Fixed Account is \$500.

Any transfer from a Guarantee Period of the Guaranteed Maturity Fixed Account will be subject to a Market Value Adjustment unless the transfer occurs during the 30 day period after the Guarantee Period expires.

We reserve the right to limit the number of transfers among the Variable Sub-accounts in any Contract Year or to refuse any transfer request for an Owner or certain Owners if, in our sole discretion:

9 We believe that excessive trading by such Owner or Owners or a specific transfer request or group of transfer requests may have a detrimental effect on Unit Values or the share prices of the underlying mutual funds or would be to the disadvantage of other Contract Owners; or

9 We are informed by one or more of the underlying mutual funds that the purchase of shares is to be restricted because of excessive trading or a specific transfer or group of transfers is deemed to have a detrimental effect on share prices of affected underlying mutual funds.

Such restrictions may be applied in any manner which is reasonably designed to prevent any use of the transfer right which is considered by us to be to the disadvantage of the other Contract Owners.

We reserve the right to waive the transfer fees and restrictions contained in this Contract.

Contract Value Your "Contract Value" is equal to the sum of:

the number of Accumulation Units you hold in each Sub-account of the Variable Account multiplied by the Accumulation Unit Value for that Sub-account on the most recent Valuation Date; plus

the total value you have in the Six-Month Dollar Cost Averaging Fixed Account and the Twelve-Month Dollar Cost Averaging Fixed Account; plus

the sum of Guarantee Period values in the Guaranteed Maturity Fixed Account.

Accumulation Units and Accumulation Unit Value Amounts which you allocate to a Sub-account of the Variable Account are used to purchase Accumulation Units in that Sub-account. The Accumulation Unit Value for each Sub-account on the date an amount is allocated to the Sub-account is the number used to determine the number of Accumulation Units. Accumulation Unit Values at the end of any subsequent Valuation Periods are calculated by multiplying the Accumulation Unit Value at the end of the immediately preceding Valuation Period by the Sub-account's Net Investment Factor for the Valuation Period. The Accumulation Unit Values may increase or decrease.

Accumulation Unit Value is determined Monday through Friday on each day that the New York Stock Exchange is open for business. A Variable Account Accumulation Unit Value is determined for each Sub-account. The Accumulation Unit Value for each Sub-account will vary with the price of a share in the portfolio the Sub-account invests in, and in accordance with the Mortality and Expense Risk Charge, Administrative Expense Charge, and any provision for taxes.

Assessment of Withdrawal Charges and transfers are done separately for each Contract. They are made by redemption of Accumulation Units and do not affect Accumulation Unit Value.

Additions or transfers to a Sub-account of the Variable Account will increase the number of Accumulation Units for that Sub-account. Withdrawals or transfers from a Sub-account of the Variable Account will decrease the number of Accumulation Units for that Sub-account.

Valuation Period and Valuation Date A "Valuation Period" is the time interval between the closing of the New York Stock Exchange on consecutive Valuation Dates. A "Valuation Date" is any date the New York Stock Exchange is open for trading.

Net Investment Factor For each Variable Sub-account, the "Net Investment Factor" for a Valuation Period is equal to:

The sum of:

9 the net asset value per share of the mutual fund portfolio underlying the sub-account determined at the end of the current Valuation Period,

plus

9 the per share amount of any dividend or capital gain distributions made by the mutual fund portfolio underlying the subaccount during the current Valuation Period.

Divided by the net asset value per share of the mutual fund portfolio underlying the sub-account determined as of the end of the immediately preceding Valuation Period.

The result is reduced by the Mortality and Expense Risk Charge and the Administrative Expense Charge corresponding to the portion of the 365 day year (366 days for a leap year) that is in the current Valuation Period.

The Net Investment Factor may be greater or less than or equal to one; therefore, the value of an Accumulation Unit may increase, decrease, or remain the same.

Charges The charges for this Contract include Administrative Expense Charges, Mortality and Expense Risk Charges, transfer charges, and applicable taxes. If withdrawals are made, the Contract may also be subject to Withdrawal Charges and Market Value Adjustments.

Administrative Expense Charge The annualized Administrative Expense Charge will never be greater than 0.10% of the Variable Account value. (See Accumulation Units and Accumulation Unit Value and Net Investment Factor for a description of how this charge is applied.)

Mortality and Expense Risk Charge The annualized Mortality and Expense Risk Charge will never be greater than 1.20% of the Variable Account value. (See Accumulation Units and Accumulation Unit Value and Net Investment Factor for a description of how this charge is applied.)

Our actual mortality and expense experience will not adversely affect the dollar amount of variable benefits or other contractual payments or values under this Contract.

Taxes Any premium tax relating to this Contract may be deducted from purchase payments or the Contract Value when the tax is incurred or at a later time.

Withdrawal You have the right, subject to the restrictions and charges described in this Contract, to withdraw part or all of your Contract Value at any time during the Accumulation Phase. A withdrawal must be at least \$50. If any withdrawal reduces the Contract Value to less than \$1,000, we will treat the request as a withdrawal of the entire Contract Value. If you withdraw the entire Contract Value, the Contract will terminate.

You must specify the Investment Alternative(s) from which you wish to make a withdrawal. When you make a withdrawal, your Contract Value will be reduced by a withdrawal amount equal to the amount paid to you adjusted by any applicable Withdrawal Charge, Market Value Adjustment, and taxes.

Any Withdrawal Charge or Market Value Adjustment will be waived on withdrawals taken to satisfy IRS minimum distribution rules. This waiver is permitted only for withdrawals which satisfy distributions resulting from this Contract.

Free Withdrawal Amount Each Contract Year the Free Withdrawal Amount is equal to the greater of 15% of the amount of purchase payments, or 15% of the Contract Value as of the beginning of that Contract Year. Each Contract Year you may withdraw the Free Withdrawal Amount without any Withdrawal Charge; however, the amount withdrawn, may be subject to a Market Value Adjustment. Each Contract Year begins on the anniversary of the date the Contract was established. Any Free Withdrawal Amount which is not withdrawn in a year may not be carried over to increase the Free Withdrawal Amount in a subsequent year. The Free Withdrawal Amount is only applicable during the Accumulation Phase of the Contract.

Withdrawal Charge To determine the Withdrawal Charge, we assume that purchase payments are withdrawn first, beginning with the oldest payment. When all purchase payments have been withdrawn, additional withdrawals will not be assessed a Withdrawal Charge.

Withdrawals in excess of the Free Withdrawal Amount will be subject to a Withdrawal Charge as follows:

Payment Year:	1	2	3	4	5	6	7	8	and Later
Percentage:	7%	7%	7%	6%	5%	4%	3%	0%	

For each purchase payment withdrawal, the "Payment Year" in the table is measured from the date we received the purchase payment. The Withdrawal Charge is determined by multiplying the percentage corresponding to the Payment Year times that part of each purchase payment withdrawal that is in excess of the Free Withdrawal Amount.

Market Value Adjustment Activities in a Guarantee Period of the Guaranteed Maturity Fixed Account that may be subject to a Market Value Adjustment are withdrawals, transfers, death benefits, and amounts applied to an income plan. An activity will be subject to a Market Value Adjustment unless it occurs during the 30 day period after a Guarantee Period expires.

A Market Value Adjustment is an increase or decrease in the amount reflecting changes in the level of interest rates since the Guarantee Period was established. As used in this provision, "Treasury Rate" means the U. S. Treasury Note Constant Maturity yield as reported in Federal Reserve Bulletin Release H.15. The Market Value Adjustment is based on the following:

I = the Treasury Rate for a maturity equal to the Guarantee Period duration for the week preceding the establishment of the Guarantee Period;

J = the Treasury Rate for a maturity equal to the Guarantee Period duration for the week preceding the receipt of the withdrawal request, death benefit request, transfer request, or Income Payment request;

N = the number of whole and partial years from the date we receive the withdrawal, transfer, or Death Benefit request, or from the Payout Start Date, to the end of the Guarantee Period;

An adjustment factor is determined from the following formula:

.9 x {1 - (J + .0025)} x N

The amount subject to a Market Value Adjustment that is deducted from a Guarantee Period of the Guaranteed Maturity Fixed Account is multiplied by the adjustment factor to determine the amount of the Market Value Adjustment.

Any Market Value Adjustment will be waived on withdrawals taken to satisfy IRS minimum distribution rules. This waiver is permitted only for withdrawals which satisfy distributions resulting from this Contract.

Death of Owner If you die prior to the Payout Start Date, the new Owner will be the surviving Owner. If there is no surviving Owner, the new Owner will be the Beneficiary(ies) as described in the Beneficiary provision. The new Owner will have the options described below; except that if the new Owner took ownership as the Beneficiary, the new Owner's options will be subject to any restrictions previously placed upon the Beneficiary.

1. If the sole new Owner is your spouse:

a. Your spouse may elect, within 180 days of the date of your death, to receive the Death Benefit described below in a lump sum.

b. Your spouse may elect, within 180 days of the date of your death, to receive an amount equal to the Death Benefit paid out under one of the Income Plans described in the Payout Phase section. The Payout Start Date must be within one year of your date of death. Income Payments must be payable:

i. over the life of your spouse; or

ii. for a guaranteed number of payments from 5 to 50 years but not to exceed the life expectancy of your spouse; or

iii. Over the life of your spouse with a guaranteed number of payments from 5 to 50 years but not to exceed the life expectancy of your spouse.

c. If your spouse does not elect one of the options above, then the Contract will continue in the Accumulation Phase as if the death had not occurred. If the Contract is continued in the Accumulation Phase, the following conditions apply:

If we receive a complete request for settlement of the death benefit from your spouse within 180 days of the date of your death, then the Contract is continued with your spouse as Owner. The Contract Value of the continued Contract will be the Death Benefit as determined at the end of the Valuation Period during which we received the complete request for settlement of the death benefit. Unless otherwise instructed by the continuing spouse, the excess, if any, of the Death Benefit amount over the Contract Value will be allocated to the Sub-accounts of the Variable Account. This excess will be allocated in proportion to your Contract Value in those Sub-accounts as of the end of the Valuation Period during which we receive the complete request for settlement of the death benefit, except that any portion of this excess attributable to the Fixed Account Options will be allocated to the Money Market Variable Sub-account. Within 30 days of the date the Contract is continued, your surviving spouse may choose one of the following transfer alternatives without incurring a transfer fee:

9 transfer all or a portion of the excess among the Variable Sub-accounts;

9 transfer all or a portion of the excess into the Guarantee Maturity Fixed Account and begin a new Guarantee Period; or

9 transfer all or a portion of the excess into a combination of Variable Sub-accounts and the Guarantee Maturity Fixed Account.

Any such transfer does not count as one of the free transfers allowed each Contract Year and is subject to any minimum allocation amount specified in your Contract.

If we do not receive a complete request for settlement of the death benefit from your spouse within 180 days of the date of your death, the Contract Value will not be adjusted to the Death Benefit on the date the Contract is continued.

The surviving spouse may make a single withdrawal of any amount within one year of the date of death without incurring a Withdrawal Charge or Market Value Adjustment. # Prior to the Payout Start Date, the Death Benefit of the continued Contract will be as defined in the Death Benefit provision.

Only one spousal continuation is allowed under this Contract.

2. If the new Owner is not your spouse but is a living person, then this new Owner has the following options:

a. The new Owner may elect, within 180 days of the date of your death, to receive the Death Benefit described below in a lump sum.

b. The new Owner may elect, within 180 days of the date of your death, to receive an amount equal to the Death Benefit paid out under one of the Income Plans described in the Payout Phase section. The Payout Start Date must be within one year of your date of death. Income Payments must be payable:

i. over the life of the new Owner; or

ii. for a guaranteed number of payments from 5 to 50 years but not to exceed the life expectancy of the new Owner; or

iii. over the life of the new Owner with a guaranteed number of payments from 5 to 50 years but not to exceed the life expectancy of the new Owner.

c. The new Owner may elect to receive the Settlement Value payable in a lump sum within 5 years of your date of death.

3. If the new Owner is a corporation or other non-living person:

a. The non-living new Owner may elect, within 180 days of your death, to receive the Death Benefit in a lump sum.

b. The non-living new Owner may elect to receive the Settlement Value payable in a lump sum within 5 years of your date of death.

If any new Owner is a non-living person, all new Owners will be considered to be non-living persons for the above purposes.

If the new Owner does not make one of the above described elections, the Settlement Value must be withdrawn by the new Owner on or before the mandatory distribution date 5 years after your date of death. Under any of these options, all ownership rights subject to any restrictions previously placed upon the Beneficiary, are available to the new Owner from the date of your death to the date on which the Death Benefit or Settlement Value is paid. We reserve the right to extend, on a non-discriminatory basis, the period of time in which we will use the Death Benefit rather than the Settlement Value to determine the payment amount. The death benefit will be at least as high as the Settlement Value. This right applies only to the amount payable as death benefit proceeds and in no way restricts when a claim may be filed.

Death of Annuitant If the Annuitant who is not also the Owner dies prior to the Payout Start Date, the Owner must elect an applicable option listed below.

1. If the Owner is a living person, then the Contract will continue with a new Annuitant as described in the Annuitant provision above.
2. If the Owner is a non-living Person:
 - a. The Owner may elect, within 180 days of the Annuitant's date of death, to receive the Death Benefit in a lump sum; or
 - b. The Owner may elect to receive the Settlement Value payable in a lump sum within 5 years of the Annuitant's date of death.

If the non-living Owner does not make one of the above described elections, the Settlement Value must be withdrawn on or before the mandatory distribution date 5 years after the Annuitant's death.

Under any of these options, all ownership rights are available to the non-living Owner from the date of the Annuitant's death to the date on which the Death Benefit or Settlement Value is paid. We reserve the right to extend, on a non-discriminatory basis, the period of time in which we will use the Death Benefit rather than the Settlement Value to determine the payment amount. The death benefit will be at least as high as the Settlement Value. This right applies only to the amount payable as death benefit proceeds and in no way restricts when a claim may be filed.

Death Benefit Prior to the Payout Start Date, the Death Benefit is equal to the greatest of:

the sum of all purchase payments reduced by an adjustment for any withdrawals, as defined below; or

the Contract Value as of the date we determine the Death Benefit; or

the Settlement Value as of date we determine the Death Benefit; or

the greatest of the Contract Values on the current or any previous Death Benefit Anniversary prior to the date we determine the Death Benefit, increased by any purchase payments made since that Death Benefit Anniversary and reduced by an adjustment for any withdrawals, as defined below, made since that Death Benefit Anniversary.

Death Benefit Anniversaries occur every 7th Contract anniversary until the oldest Owner's 80th birthday, or the Annuitant's 80th birthday if the Owner is not a living person. For example, the 7th, 14th and 21st Contract anniversaries are the first three Death Benefit Anniversaries. The Contract anniversary immediately following the oldest Owner's 80th birthday, or the Annuitant's 80th birthday if the Owner is not a living person, will also be a Death Benefit Anniversary and is the final Death Benefit Anniversary.

The withdrawal adjustment is equal to (a) divided by (b) and the result multiplied by (c) where:

(a) is the withdrawal amount.

(b) is the Contract Value immediately prior to the withdrawal.

(c) is the Contract Value on the Death Benefit Anniversary adjusted by any prior purchase payments or withdrawals made since that Death Benefit Anniversary, or the sum of all purchase payments adjusted for any prior withdrawals, as applicable.

We will determine the value of the death benefit as of the end of the Valuation Period during which we receive a complete request for settlement of the death benefit. A complete request includes due proof of death.

Settlement Value The Settlement Value is the same amount that would be paid in the event of withdrawal of the Contract Value. We will calculate the Settlement Value at the end of the Valuation Period coinciding with the requested distribution date for payment or on the mandatory distribution date of 5 years after the date of death.

PAYOUT PHASE

Payout Phase Defined The "Payout Phase" is the second of the two phases during your Contract. During this phase the Contract Value adjusted by any Market Value Adjustment and less any applicable taxes is applied to the Income Plan you choose and is paid out as provided in that plan.

The Payout Phase begins on the Payout Start Date. It continues until we make the last payment as provided by the Income Plan chosen.

Payout Start Date The "Payout Start Date" is the date the Contract Value adjusted by any Market Value Adjustment and less any applicable taxes is applied to an Income Plan. The anticipated Payout Start Date is shown on the Annuity Data Page. You may change the Payout Start Date by writing to us at least 30 days prior to this date.

The Payout Start Date must be at least 30 days after the Issue Date, and occur on or before the later of:

the Annuitant's 90th birthday; or

the 10th anniversary of this Contract's issue date.

Income Plans An "Income Plan" is a series of payments on a scheduled basis to you or to another person designated by you. The Contract Value on the Payout Start Date adjusted by any Market Value Adjustment and less any applicable taxes, will be applied to your Income Plan choice from the following list. You may choose more than one Income Plan. If you choose more than one Income Plan, you must specify what proportions of your Contract Value (adjusted by any Market Value Adjustment and less any applicable taxes) should be allocated to each Income Plan.

1. Life Income with Guaranteed Payments We will make payments for as long as the Annuitant lives. If the Annuitant dies before the selected number of guaranteed payments have been made, we will continue to pay the remainder of the guaranteed payments. If the Annuitant is age 90 or older, a minimum of 60 months of guaranteed payments applies.

2. Joint and Survivor Life Income with Guaranteed Payments We will make payments for as long as either the Annuitant or joint Annuitant, named at the time of Income Plan selection, lives. If both the Annuitant and the joint Annuitant die before the selected number of guaranteed payments have been made, we will continue to pay the remainder of the guaranteed payments. If the Annuitant is age 90 or older, a minimum of 60 months of guaranteed payments applies.

3. Guaranteed Number of Payments We will make payments for a specified number of months beginning on the Payout Start Date. These payments do not depend on the Annuitant's life. The minimum number of months guaranteed is 60 (120 if the Payout Start Date occurs prior to the third anniversary of the Contract issue date). The maximum number of months guaranteed is 360 or the number of months between the Payout Start Date and the date that the Annuitant reaches age 100, if greater. In no event may the number of months guaranteed exceed 600 months. Income Plan 3 offers a withdrawal option as defined under Payout Withdrawal. Income Payments under Income Plan 3 are subject to the following:

9 You may request to modify the length of the payment period and the frequency of payments. You may make this change once each 365-day period. We reserve the right to limit the availability of such changes or to change the frequency of allowable changes without prior notice. If you elect to change the length of the payment period, the new payment period must be within the original maximum and minimum period you would have been permitted to select on your original Payout Start Date.

9 If you change the length of your payment period, we will compute the present value of your remaining payments, using the same assumptions we would use if you were terminating the guaranteed payment plan, as described under Payout Withdrawal. We will adjust the remaining guaranteed payments to equal what the computed present value would support based on those same assumptions and based on the revised guarantee period.

9 Changes to either the frequency of payments or length of a guaranteed payment plan will result in a change to the payment amount and may change the amount of each payment that is taxable to you.

9 Any change in the frequency of payments takes effect on the next payment date.

We reserve the right to make other Income Plans available .

Income Payments Income payment amounts may vary based on any Sub-account of the Variable Account and/or may be fixed for the duration of the Income Plan. On the Payout Start Date, you may choose the portion of the Contract Value to be applied to Variable Amount Income Payments and the portion to be applied to Fixed Amount Income Payments. If you do not choose how the Contract Value is to be applied, then the portion of the Contract Value in the Variable Account on the Payout Start Date will be applied to Variable Amount Income Payments and the remainder will be applied to Fixed Amount Income Payments. The method of calculating the initial payment is different for Variable Amount Income Payments and Fixed Amount Income Payments.

Variable Amount Income Payments The initial Variable Amount Income Payment is determined by applying the applicable portion of the Contract Value on the Payout Start Date, as described in the Income Payment Provision above, adjusted by any Market Value Adjustment and less any applicable premium tax, to the appropriate value for the selected Income Plan. The Income Plan value will be based on the Annuity 2000 Mortality Table and the Assumed Investment Rate. Subsequent income payments will vary depending on changes in the Annuity Unit Values for the Sub-accounts upon which the income payments are based. See the Income Payment Tables section for income payments for selected ages and income plans based on a 3% Assumed Investment Rate.

The portion of the initial income payment based upon a particular Variable Sub-account is determined by applying the chosen portion of the Contract Value for that Sub-account, adjusted by any Market Value Adjustment and less any applicable premium tax, to the appropriate Income Plan value described above. This portion of the initial income payment is divided by the Annuity Unit Value on the Payout Start Date for that Variable Sub-account to determine the number of Annuity Units from that Sub-account which will be used to determine subsequent income payments. Unless Annuity Transfers are made between Sub-accounts, each subsequent income payment from that Sub-account will be that number of Annuity Units times the Annuity Unit Value for the Sub-account for the Valuation Date on which the income payment is made.

Annuity Unit Value The Annuity Unit Value for each Sub-account of the Variable Account at the end of the Valuation Period coinciding with the Payout Start Date is the number used to determine the number of Annuity Units.

Annuity Unit Values at the end of subsequent Valuation Periods are calculated by:

multiplying the Annuity Unit Value at the end of the immediately preceding Valuation Period by the Sub-account's Net Investment Factor during the period; and then

dividing the result by 1.000 plus the Assumed Investment Rate for the period.

Assumed Investment Rate The Assumed Investment Rate is an effective annual rate of 3%. We reserve the right to offer other Assumed Investment Rates. The Assumed Investment Rate may not be changed after an Income Plan has been selected.

Fixed Amount Income Payments The Fixed Amount Income Payment is calculated by applying the portion of the applicable Contract Value on the Payout Start Date, as described in the Income Payment provision above, adjusted by any Market Value Adjustment and less any applicable premium tax, to the greater of the appropriate value from the Income Payment Table selected or such other value as we are offering at that time. Fixed Amount Income Payments are fixed for the duration of the Income Plan.

Annuity Transfers After the Payout Start Date, you may transfer among the variable Sub-accounts. You may make up to 12 transfers per Contract year. No transfers may be made from the Fixed Amount Income Payment. Transfers from the Variable Amount Income Payment to the Fixed Amount Income Payment may be made only if Income Plan 3 has been chosen.

Payout Withdrawal You may terminate all or a portion of the income payments being made under Income Plan 3 at any time and withdraw their value, subject to a Payout Withdrawal Charge, by writing to us. For Variable Amount Income Payments, this value is equal to the present value of the Variable Amount Income Payments being terminated, calculated using a discount rate equal to the Assumed Investment Rate that was used in determining the initial variable payment. For Fixed Amount Income Payments, this value is equal to the present value of the Fixed Amount Income Payments being terminated, calculated using a discount rate equal to the Applicable Current Interest Rate. The Applicable Current Interest Rate is the rate we are using on the date we receive your payout withdrawal request to determine income payments for a new annuitization with a payment period equal to the remaining payment period of the income payments being terminated.

A Payout Withdrawal must be at least \$50. If any Payout Withdrawal reduces the value of the remaining income payments to an amount not sufficient to provide an initial payment of at least \$20, we reserve the right to terminate the Contract and pay you the Value of the remaining income payments in a lump sum. If you withdraw the entire value of the remaining income payments, the Contract will terminate.

You must specify the Investment Alternatives(s) from which you wish to make Payout Withdrawal. If you withdraw a portion of the value of your remaining income payments, the payment period will remain unchanged and your remaining payment amounts will be reduced proportionately.

Payout Withdrawal Charge To determine the Payout Withdrawal Charge, we assume that purchase payments are withdrawn first, beginning with the oldest payment. When all purchase payments have been withdrawn, additional withdrawals will not be assessed a Payout Withdrawal Charge.

Payout Withdrawals will be subject to a Payout Withdrawal Charge as follows:

Payment Year: 1 2 3 4 5 6 7 8 and later
 Percentage: 7% 7% 7% 6% 5% 4% 3% 0%

For each purchase payment withdrawal, the "Payment Year" in the table is measured from the date we received the purchase payment. The Payout Withdrawal Charge is determined by multiplying the percentage corresponding to the Payment Year times the amount of each purchase payment withdrawal.

Regularly scheduled Income Payments are never subject to a Payout Withdrawal Charge.

Payout Terms and Conditions The income payments are subject to the following terms and conditions:

If the Contract Value is less than \$2,000, or not enough to provide an initial payment of at least \$20, we reserve the right to:

9 change the payment frequency to make the payment at least \$20; or

9 terminate the Contract and pay you the Contract Value adjusted by any Market Value Adjustment and less any applicable taxes in a lump sum.

If we do not receive a written choice of an Income Plan from you at least 30 days before the Payout Start Date, the Income Plan will be life income with guaranteed payments for 120 months.

If you choose an Income Plan which depends on any person's life, we may require:

9 proof of age and sex before income payments begin; and

9 proof that the Annuitant or joint Annuitant is still alive before we make each payment.

After the Payout Start Date, a new Income Plan may not be selected nor may amounts be reallocated to a different Income Plan.

After the Payout Start Date, withdrawals cannot be made unless income payments are being made under Income Plan 3.

If any Owner dies during the Payout Phase, the remaining income payments will be paid to the successor Owner as scheduled.

INCOME PAYMENT TABLES

The initial income payment will be at least the amount based on the adjusted age of the Annuitant(s) and the tables below, less any federal income taxes which are withheld. The adjusted age is the actual age of the Annuitant(s) on the Payout Start Date reduced by one year for each six full years between January 1, 2000 and the Payout Start Date. Income payments for ages and guaranteed payment periods not shown below will be determined on a basis consistent with that used to determine those that are shown. The Income Payment Tables shown are based on 3.0% interest and the Annuity 2000 Mortality Tables.

Income Plan 1 - Life Income with Guaranteed Payments for 120 Months

Monthly Income Payment for each \$1,000 Applied to this Income Plan

Annuitant's Age	Annuitant's Age	Annuitant's Age
Adjusted Male	Female	Adjusted Male Female
35	\$3.34	\$3.22
49	\$3.99	\$3.76
63	\$5.23	\$4.84
36	3.38	3.24
50	4.05	3.81
64	5.35	4.95
37	3.41	3.27
51	4.11	3.87
65	5.49	5.07
38	3.45	3.30
52	4.18	3.93
66	5.62	5.20

39 3.49 3.34 53 4.26 3.99 67 5.77 5.33
 40 3.53 3.37 54 4.33 4.06 68 5.92 5.47
 41 3.57 3.41 55 4.41 4.13 69 6.07 5.62
 42 3.62 3.44 56 4.50 4.20 70 6.23
 43 3.66 3.48 57 4.58 4.28 71 5.78
 44 3.71 3.52 58 4.68 4.36 72 6.39 5.94
 45 3.76 3.57 59 4.78 4.45 73 6.56 6.11
 46 3.81 3.61 60 4.88 4.54 74 6.73 6.29
 47 3.87 3.66 61 4.99 4.63 75 6.90 6.48
 48 3.93 3.71 62 5.11 4.73 7.08 6.67

Income Plan 2 - Joint and Survivor Life Income with Guaranteed Payments for 120 Months

Monthly Income Payment for each \$1,000 Applied to this Income Plan

Female Annuitant's Adjusted Age

Male
 Annuitant's 35 40 45 50 55 60 65 70 75
 Adjusted
 Age

35 \$3.06 \$3.12 \$3.17 \$3.22 \$3.26 \$3.28 \$3.31 \$3.32 \$3.33
 40 3.10 3.18 3.26 3.32 3.38 3.43 3.46 3.49 3.51
 45 3.13 3.23 3.33 3.43 3.52 3.59 3.65 3.69 3.72
 50 3.16 3.27 3.40 3.53 3.65 3.76 3.86 3.93 3.98
 55 3.18 3.30 3.45 3.61 3.77 3.94 4.08 4.20 4.29
 60 3.19 3.33 3.49 3.68 3.88 4.31 4.51 4.66
 65 3.20 3.34 3.52 3.73 3.97 4.10 4.54 4.83 5.08
 70 3.21 3.35 3.54 3.76 4.03 4.24 4.73 5.13 5.52
 75 3.21 3.36 3.55 3.78 4.07 4.36 4.87 5.38 5.92
 4.44

Income Plan 3 - Guaranteed Number of Payments

Monthly Income Payment for each
 Specified Period \$1,000 Applied to this Income Plan

10 Years \$9.61
 11 Years 8.86
 12 Years 8.24
 13 Years 7.71
 14 Years 7.26
 15 Years 6.87
 16 Years 6.53
 17 Years 6.23
 18 Years 5.96
 19 Years 5.73
 20 Years 5.51

GENERAL PROVISIONS

The Entire Contract The entire contract consists of this Contract, any written applications, and any Contract endorsements and riders.

All statements made in written applications are representations and not warranties. No statement will be used by us in defense of a claim or to void the Contract unless it is included in a written application. If your Contract is voided, you will receive any purchase payments allocated to the Variable Account, adjusted to reflect investment gain or loss from the date of allocation to the date the Contract is voided, plus any purchase payments allocated to the Fixed Account Options, less any withdrawals.

Only our officers may change the Contract or waive a right or requirement. No other individual may do this.

We may not modify this Contract without your signed consent, except to make it comply with any changes in the Internal Revenue Code or as required by any other applicable law.

Incontestability We will not contest the validity of this Contract after the issue date.

Misstatement of Age or Sex If any age or sex has been misstated, we will pay the amounts which would have been paid at the correct age and sex.

If we find the misstatement of age or sex after the income payments begin, we will:

pay all amounts underpaid including interest calculated at an effective annual rate of 6%; or

stop payments until the total income payments made are equal to the total amounts that would have been made if the correct age and sex had been used.

Annual Statement At least once a year, prior to the Payout Start Date, we will send you a statement containing Contract Value information. We will provide you with Contract Value information at any time upon request. The information presented will comply with any applicable law.

Settlements We may require that this Contract be returned to us prior to any settlement. We must receive due proof of death of the Owner or Annuitant prior to settlement of a death claim.

Any full withdrawal or death benefit under this Contract will not be less than the minimum benefits required by any statute of the state in which the Contract is delivered.

Deferment of Payments We will pay any amounts due from the Variable Account under this Contract within seven days, unless:

the New York Stock Exchange is closed for other than usual weekends or holidays, or trading on such Exchange is restricted;

an emergency exists as defined by the Securities and Exchange Commission;

or

the Securities and Exchange Commission permits delay for the protection of Contract holders.

We reserve the right to postpone payments or transfers from the Fixed Account Options for up to six months. If we elect to postpone payments or transfers from the Fixed Account Options for 30 days or more, we will pay interest as required by applicable law. Any interest would be payable from the date the payment or transfer request is received by us to the date the payment or transfer is made.

Variable Account Modifications We reserve the right, subject to applicable law, to make additions to, deletions from, or substitutions for the mutual fund portfolio shares underlying the Sub-accounts of the Variable Account. We will not substitute any shares attributable to your interest in a Sub-account of the Variable Account without notice to you and prior approval of the Securities and Exchange Commission, to the extent required by the Investment Company Act of 1940, as amended.

We reserve the right to establish additional Sub-accounts of the Variable Account, each of which would invest in shares of another mutual fund. You may then instruct us to allocate purchase payments or transfers to such Sub-accounts, subject to any terms set by us or the mutual fund. We reserve the right to limit the availability of funds for this Contract.

In the event of any such substitution or change, we may by endorsement, make such changes as may be necessary or appropriate to reflect such substitution or change.

If we deem it to be in the best interests of persons having voting rights under the Contracts, the Variable Account may be operated as a management company under the Investment Company Act of 1940, as amended, or it may be deregistered under such Act in the event such registration is no longer required.

Page 2
GLMU147
Glenbrook Life
and Annuity Company
A Stock Company

Headquarters: 3100 Sanders Road, Northbrook, Illinois 60062-7154

Flexible Premium Deferred Variable Annuity Contract

This Contract is issued to the Owner in consideration of the initial purchase payment. Glenbrook Life and Annuity Company will pay the benefits of this Contract, subject to its terms and conditions.

Throughout this Contract, "you" and "your" refer to the Contract owner(s). "We", "us" and "our" refer to Glenbrook Life and Annuity Company.

Contract Summary

This flexible premium deferred variable annuity provides a cash withdrawal benefit, a death benefit, and a settlement value during the Accumulation Phase and periodic income payments beginning on the Payout Start Date during the Payout Phase.

The dollar amount of income payments or other values provided by this Contract, when based on the investment experience of the Variable Account, will vary to reflect the performance of the Variable Account. For amounts in the Guaranteed Maturity Fixed Account, the withdrawal benefit, the settlement value, transfers to other sub-accounts and any periodic income payments may be subject to a Market Value Adjustment which may result in an upward or downward adjustment of the amount distributed.

This Contract does not pay dividends.

The tax status of this Contract as it applies to the Owner should be reviewed each year.

PLEASE READ YOUR CONTRACT CAREFULLY.

This is a legal Contract between the Contract Owner(s) and Glenbrook Life and Annuity Company.

Return Privilege

Upon written request we will provide you with factual information regarding the benefits and provisions contained in this Contract. If you are not satisfied with this Contract for any reason, you may return it to us or our agent within 20 days after you receive it. We will refund any purchase payments allocated to the Variable Account, adjusted to reflect investment gain or loss from the date of allocation through the date of cancellation, plus any purchase payments

allocated to the Fixed Account. (Where required by state law, we will refund any purchase payments.) If this Contract is qualified under Section 408 of the Internal Revenue Code, we will refund the greater of any purchase payments or the Contract Value.

If you have any questions about your Glenbrook Life variable annuity, please contact Glenbrook Life at (800) 776-6978.

[GRAPHIC OMITTED][GRAPHIC OMITTED]

Secretary Chairman and Chief Executive Officer
Flexible Premium Deferred Variable Annuity

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DPGM147

ANNUITY DATA

CONTRACT NUMBER:.....444444444
ISSUE DATE:.....May 1, 2001
INITIAL PURCHASE PAYMENT:.....\$10,000.00
IRA

INITIAL ALLOCATION OF PURCHASE PAYMENT:

ALLOCATED
AMOUNT (%)

VARIABLE SUB-ACCOUNTS
Fund Manager Sub-account A 10%
Fund Manager Sub-account B 10%
Fund Manager Sub-account C 10%
Fund Manager Sub-account D 10%

CURRENT RATE

ALLOCATED ANNUALIZED GUARANTEED
AMOUNT (%) INTEREST RATE THROUGH

GUARANTEED MATURITY FIXED ACCOUNTS
1 Year Guarantee Period 10% 4.25% 05/01/2002
3 Year Guarantee Period 10% 4.75% 05/01/2004
5 Year Guarantee Period 10% 5.25% 05/01/2006
7 Year Guarantee Period 10% 5.50% 05/01/2008
10 Year Guarantee Period 10% 5.75% 05/01/2011

SIX-MONTH DOLLAR COST AVERAGING FIXED ACCOUNT
5% 4.50% 11/01/2001

TWELVE-MONTH DOLLAR COST AVERAGING FIXED ACCOUNT
5% 5.00% 05/01/2002

MINIMUM GUARANTEED RATE

Fixed Account Options:.....3.00%

PAYOUT START DATE:.....May 1, 2056
(The date annuity payments are anticipated to begin)

OWNER:.....John Doe

ANNUITANT:.....John Doe

AGE AT ISSUE:.....35

SEX:.....Male

BENEFICIARY RELATIONSHIP TO OWNER PERCENTAGE

Jane Doe Wife 100%

CONTINGENT BENEFICIARY RELATIONSHIP TO OWNER PERCENTAGE

Susan Doe Daughter 100%

THE PERSONS INVOLVED

Owner The person named at the time of application is the Owner of this Contract unless subsequently changed. As Owner, you will receive any periodic income payments, unless you have directed us to pay them to someone else. The Contract cannot be jointly owned by both a non-living person and a living person.

You may exercise all rights stated in this Contract, subject to the rights of any irrevocable Beneficiary.

You may change the Owner at any time by written notice in a form satisfactory to us. If the Owner is a living person, you may change the Annuitant prior to the Payout Start Date by written notice in a form satisfactory to us. Once we accept a change, the change will take effect as of the date you signed the request. Each change is subject to any payment we make or other action we take before we accept it.

You may not assign an interest in this Contract as collateral or security for a loan. However, you may assign periodic income payments under this Contract prior to the Payout Start Date. We are bound by an assignment only if it is signed by the assignor and filed with us. We are not responsible for the validity of an assignment.

If the sole surviving Owner dies prior to the Payout Start Date, the Beneficiary becomes the new Owner. If the sole surviving Owner dies after the Payout Start Date, the Beneficiary becomes the new Owner as described in the Beneficiary provision and will receive any subsequent guaranteed income payments.

If more than one person is designated as Owner:

Owner as used in this Contract refers to all people named as Owners, unless otherwise indicated;

any request to exercise ownership rights must be signed by all Owners; and

on the death of any person who is an Owner, the surviving person(s) named as Owner will continue as Owner.

Annuitant The Annuitant is the person named on the Annuity Data Page, but may be changed by the Owner, as described above. The Annuitant must be a living person. If the Owner of the Contract is a grantor trust, then the Annuitant must be the oldest grantor. If the Annuitant dies prior to the Payout Start Date, the new Annuitant will be:

the youngest Owner; otherwise,

the youngest Beneficiary.

Beneficiary The Beneficiary is the person(s) named on the Annuity Data Page unless later changed by the Owner. The Primary Beneficiary is the Beneficiary(ies) who is first entitled to receive benefits under the Contract upon the death of the sole surviving Owner. The Contingent Beneficiary is the Beneficiary(ies) entitled to receive benefits under the Contract when all Primary Beneficiary(ies) predecease the Owner(s).

You may change or add Beneficiaries at any time by written notice in a form satisfactory to us, unless you have designated an irrevocable Beneficiary. You may restrict income payments to Beneficiaries by written notice in a form satisfactory to us. Once we accept the request, the change or restriction, will take effect as of the date you signed the request. Any change is subject to any payment we make or other action we take before we accept it.

Benefits Payable to Beneficiaries

9 If the sole surviving Owner dies after the Payout Start Date, the Beneficiary(ies) will receive any guaranteed income payments scheduled to continue.

9 If the sole surviving Owner dies before the Payout Start Date, the Beneficiary(ies) may elect to receive a Death Benefit or become the new Owner.

Order of Payment of Benefits

As described above under Benefits Payable to Beneficiaries, Beneficiary(ies) will receive any guaranteed income payments scheduled to continue, or the right to elect to receive a Death Benefit or become the new Owner, in the following order of classes:

9 Primary Beneficiary

Upon the death of the sole surviving Owner before the Payout Start Date, the Primary Beneficiary(ies), if living, will have the right to elect to receive a Death Benefit or become the new Owner with rights as defined in the Death of Owner provision. Upon the death of the sole surviving Owner after the Payout Start Date, Primary Beneficiary(ies), if living, will receive the guaranteed income payments scheduled to continue.

9 Contingent Beneficiary

Before the Payout Start Date the Contingent Beneficiary, if living, will have the right to elect to receive a Death Benefit or become the new Owner with rights as defined in the Death of Owner provision upon the death of the Owner if all Primary Beneficiaries die before the sole surviving Owner. After the Payout Start Date the Contingent Beneficiary, if living, will receive the guaranteed income payments scheduled to continue upon the death of the Owner if all Primary Beneficiaries die before the sole surviving Owner.

If none of the named Beneficiaries are living when the sole surviving Owner dies, or if a Beneficiary has not been named, the new Beneficiary will be:

your spouse, or if he or she is no longer living,

your surviving children equally, or if you have no surviving children,

your estate.

Unless you have provided directions to the contrary, the Beneficiaries will take equal shares. If there is more than one Beneficiary in a class and one of the Beneficiaries predeceases the Owner, the remaining Beneficiaries in that class will divide the deceased Beneficiary's share in proportion to the original share of the remaining Beneficiaries

ACCUMULATION PHASE

Accumulation Phase Defined The "Accumulation Phase" is the first of two phases during your Contract. The Accumulation Phase begins on the issue date stated on the Annuity Data Page. This phase will continue until the Payout Start Date unless this Contract is terminated before that date.

Contract Year The one year period beginning on the issue date and on each anniversary of the issue date.

Purchase Payments The initial payment is shown on the Annuity Data Page. You may make subsequent purchase payments during the Accumulation Phase. We may limit the amount of each purchase payment that we will accept to a minimum of \$500 and a maximum of \$1,000,000. We may limit your ability to make subsequent purchase payments in order to comply with the laws of the state where this Contract is delivered. We will invest the purchase payments in the Investment Alternatives you select. You may allocate any portion of your purchase payment in whole percents from 0% to 100% or in exact dollar amounts to any of the Investment Alternatives. The total allocation must equal 100%.

The allocation of the initial purchase payment is shown on the Annuity Data Page. Allocation of each subsequent purchase payment will be the same as the allocation for the most recent purchase payment unless you change the allocation. You may change the allocation of subsequent purchase payments at any time, without charge, simply by giving us written notice. Any change will be effective at the time we receive the notice.

Initial Purchase Payment Allocation If the Return Privilege provision requires us to refund purchase payments, then during the Return Privilege period, we reserve the right to invest any purchase payments you allocated to the Variable Account to a Money Market Variable Sub-account available under this Contract. We will notify you if we do so. At the end of the Return Privilege period, the amount in the Money Market Variable Sub-account will be allocated to the Variable Account as originally designated by you. This allocation will not be considered a transfer.

Investment Alternatives Investment Alternatives are the Sub-accounts of the Variable Account, the Six-Month Dollar Cost Averaging Fixed Account, the Twelve-Month Dollar Cost Averaging Fixed Account, and the Guarantee Periods of the Guaranteed Maturity Fixed Account shown on the application. We may offer additional Sub-accounts of the Variable Account at our discretion. We reserve the right to limit the availability of the Investment Alternatives.

Variable Account The "Variable Account" for this Contract is the Glenbrook Life and Annuity Company Separate Account A. This account is a separate investment account to which we allocate assets contributed under this and certain other Contracts. The income, gains and losses, realized or unrealized, from assets allocated to the Variable Account are credited to or charged against the account without regard to our other income, gains or losses.

Variable Sub-accounts The Variable Account is divided into Sub-accounts. Each Sub-account invests solely in the shares of the mutual fund underlying that Sub-account.

Fixed Account Options The Fixed Account Options are the Six-Month Dollar Cost Averaging Fixed Account, the Twelve-Month Dollar Cost Averaging Fixed Account, and the Guarantee Periods of the Guaranteed Maturity Fixed Account.

Six-Month Dollar Cost Averaging Fixed Account Money in the Six-Month Dollar Cost Averaging Fixed Account will earn interest at the annual rate in effect at the time of allocation to the Six-Month Dollar Cost Averaging Fixed Account. Each purchase payment in the Six-Month Dollar Cost Averaging Fixed Account must be at least \$500. Each purchase payment and associated interest in the Six-Month Dollar Cost Averaging Fixed Account must be transferred to Sub-accounts of the Variable Account according to your current allocation instructions in equal monthly installments within the selected transfer period. You may select a transfer period of no more than 6 months. If you discontinue the Dollar Cost Averaging program before the end of the transfer period, the remaining balance in the Six-Month Dollar Cost Averaging Fixed Account will be transferred to the Money Market Variable Sub-account unless you request a different Investment Alternative. At the end of the transfer period, any residual amount will be automatically transferred to the Money Market Variable Sub-account. No amount may be transferred into the Six-Month Dollar Cost Averaging Fixed Account.

For each purchase payment, the first transfer from the Six-Month Dollar Cost Averaging Fixed Account must begin the next business day after the date payment is received. If we do not receive an allocation instruction from you when payment is received, the payment plus associated interest will be transferred to the Money Market Variable Sub-account in equal monthly installments within the selected transfer period until we have received a different allocation instruction.

Twelve-Month Dollar Cost Averaging Fixed Account Money in the Twelve-Month Dollar Cost Averaging Fixed Account will earn interest at the annual rate in effect at the time of allocation to the Twelve-Month Dollar Cost Averaging Fixed Account. Each purchase payment in the Twelve-Month Dollar Cost Averaging Fixed Account must be at least \$500. Each purchase payment and associated interest in the Twelve-Month Dollar Cost Averaging Fixed Account must be transferred to Sub-accounts of the Variable Account according to your current allocation instructions in equal monthly installments within the selected transfer period. You may select a transfer period of no more than 12 months. If you discontinue the Dollar Cost Averaging program before the end of the transfer period, the remaining balance in the Twelve-Month Dollar Cost Averaging Fixed Account will be transferred to the Money Market Variable Sub-account unless you request a different Investment Alternative. At the end of the transfer period, any residual amount will be automatically transferred to the Money Market Variable Sub-account. No amount may be transferred into the Twelve-Month Dollar Cost Averaging Fixed Account.

For each purchase payment, the first transfer from the Twelve-Month Dollar Cost Averaging Fixed Account must begin the next business day after payment is received. If we do not receive an allocation instruction from you when payment is received, the payment plus associated interest will be transferred to the Money Market Variable Sub-account in equal monthly installments within the selected transfer period until we have received a different allocation instruction.

Guaranteed Maturity Fixed Account The Guaranteed Maturity Fixed Account is divided into Guarantee Periods. A Guarantee Period is identified by the date the Guarantee Period begins and the duration of the Guarantee Period. You create a Guarantee Period when:

you make a purchase payment; or

you select a new Guarantee Period after the prior Guarantee Period expires; or

you transfer an amount from an existing Sub-account of the Variable Account, from another Guarantee Period of the Guaranteed Maturity Fixed Account, or from any Fixed Account Option.

You must select the Guarantee Period for all purchase payments and transfers allocated to the Guaranteed Maturity Fixed Account. Each purchase payment or transfer into the Guaranteed Maturity Fixed Account must be at least \$500. If you do not select a Guarantee Period for a purchase payment or transfer, we will assign the same period(s) as used for the most recent purchase payment. Guarantee Periods are offered at our discretion and may range from one to ten years. We may change the Guarantee Periods available for future purchase payments or transfers allocated to the Guaranteed Maturity Fixed Account.

We will mail you a notice prior to the expiration of each Guarantee Period outlining the options available at the end of the Guarantee Period. At the end of a Guarantee Period, we will automatically renew the Guarantee Period value to a Guarantee Period of the same duration to be established on the day the previous Guarantee Period expired. During the 30 day period after a Guarantee Period expires you may:

take no action and we will automatically apply the Guarantee Period value to a Guarantee Period of the same duration as the Guarantee Period that just expired to be established on the day the previous Guarantee Period

expired; or

notify us to apply the Guarantee Period value to a new Guarantee Period(s) to be established on the day we received the notification; or

notify us to apply the Guarantee Period value to any Sub-account of the Variable Account on the day we receive the notification; or

receive a portion of the Guarantee Period value or the entire Guarantee Period value through a partial or full withdrawal. A Withdrawal Charge and any applicable taxes may apply. In this case, the amount withdrawn will be deemed to have been withdrawn on the day we received notification.

No Market Value Adjustments will apply during the 30 day period after a Guarantee Period expires.

Crediting Interest We credit interest daily to money allocated to the Fixed Account Options. Interest compounds over one year at the current annualized interest rates we are offering when the money is allocated. The current annualized interest rate will remain unchanged until the end of the Guarantee Period. When a Guarantee Period expires and a new Guarantee Period is established, we will credit interest at the current rate we are offering when the new Guarantee Period is established. The annualized interest rate for any Fixed Account Option will never be less than 3%.

We will credit interest to subsequent purchase payments allocated to any Fixed Account Options from the date we receive them at the rate that we are offering at that time. We will credit interest to transfers to a Guarantee Period of the Guaranteed Maturity Fixed Account from the date the transfer is made at the rate that we are offering at that time.

Transfers Prior to the Payout Start Date, you may transfer amounts between Investment Alternatives. You may make 12 transfers per Contract Year without charge. Each transfer after the 12th in any Contract Year may be assessed a \$25 transfer fee. Multiple transfers on a single trading day are considered a single transfer.

Transfers are subject to the following restrictions:

No amount may be transferred into the Six-Month Dollar Cost Averaging Fixed Account or the Twelve-Month Dollar Cost Averaging Fixed Account.

At the end of the transfer period, any residual amount in the Six-Month

Dollar Cost Averaging Fixed Account or the Twelve-Month Dollar Cost Averaging Fixed Account will be automatically transferred to the Money Market Variable Sub-account.

The minimum amount that may be transferred into a Guarantee Period of the Guaranteed Maturity Fixed Account is \$500.

Any transfer from a Guarantee Period of the Guaranteed Maturity Fixed Account will be subject to a Market Value Adjustment unless the transfer occurs during the 30 day period after the Guarantee Period expires.

We reserve the right to limit the number of transfers among the Variable Sub-accounts in any Contract Year or to refuse any transfer request for an Owner or certain Owners if, in our sole discretion:

9 We believe that excessive trading by such Owner or Owners or a specific transfer request or group of transfer requests may have a detrimental effect on Unit Values or the share prices of the underlying mutual funds or would be to the disadvantage of other Contract Owners; or

9 We are informed by one or more of the underlying mutual funds that the purchase of shares is to be restricted because of excessive trading or a specific transfer or group of transfers is deemed to have a detrimental effect on share prices of affected underlying mutual funds.

Such restrictions may be applied in any manner which is reasonably designed to prevent any use of the transfer right which is considered by us to be to the disadvantage of the other Contract Owners.

We reserve the right to waive the transfer fees and restrictions contained in this Contract.

Contract Value Your "Contract Value" is equal to the sum of:

the number of Accumulation Units you hold in each Sub-account of the Variable Account multiplied by the Accumulation Unit Value for that Sub-account on the most recent Valuation Date; plus

the total value you have in the Six-Month Dollar Cost Averaging Fixed Account and the Twelve-Month Dollar Cost Averaging Fixed Account; plus

the sum of Guarantee Period values in the Guaranteed Maturity Fixed Account.

Accumulation Units and Accumulation Unit Value Amounts which you allocate to a Sub-account of the Variable Account are used to purchase Accumulation Units in that Sub-account. The Accumulation Unit Value for each Sub-account on the date an amount is allocated to the Sub-account is the number used to determine the number of Accumulation Units. Accumulation Unit Values at the end of any subsequent Valuation Periods are calculated by multiplying the Accumulation Unit Value at the end of the immediately preceding Valuation Period by the Sub-account's Net Investment Factor for the Valuation Period. The Accumulation Unit Values may increase or decrease.

Accumulation Unit Value is determined Monday through Friday on each day that the New York Stock Exchange is open for business. A Variable Account Accumulation Unit Value is determined for each Sub-account. The Accumulation Unit Value for each Sub-account will vary with the price of a share in the portfolio the Sub-account invests in, and in accordance with the Mortality and Expense Risk Charge, Administrative Expense Charge, and any provision for taxes.

Assessment of Withdrawal Charges and transfers are done separately for each Contract. They are made by redemption of Accumulation Units and do not affect Accumulation Unit Value.

Additions or transfers to a Sub-account of the Variable Account will increase the number of Accumulation Units for that Sub-account. Withdrawals or transfers from a Sub-account of the Variable Account will decrease the number of Accumulation Units for that Sub-account.

Valuation Period and Valuation Date A "Valuation Period" is the time interval between the closing of the New York Stock Exchange on consecutive Valuation Dates. A "Valuation Date" is any date the New York Stock Exchange is open for trading.

Net Investment Factor For each Variable Sub-account, the "Net Investment Factor" for a Valuation Period is equal to:

The sum of:

9 the net asset value per share of the mutual fund portfolio underlying the sub-account determined at the end of the current Valuation Period,

plus

9 the per share amount of any dividend or capital gain distributions made by the mutual fund portfolio underlying the subaccount during the current Valuation Period.

Divided by the net asset value per share of the mutual fund portfolio underlying the sub-account determined as of the end of the immediately preceding Valuation Period.

The result is reduced by the Mortality and Expense Risk Charge and the Administrative Expense Charge corresponding to the portion of the 365 day year (366 days for a leap year) that is in the current Valuation Period.

The Net Investment Factor may be greater or less than or equal to one; therefore, the value of an Accumulation Unit may increase, decrease, or remain the same.

Charges The charges for this Contract include Administrative Expense Charges, Mortality and Expense Risk Charges, transfer charges, and applicable taxes. If withdrawals are made, the Contract may also be subject to Withdrawal Charges and Market Value Adjustments.

Administrative Expense Charge The annualized Administrative Expense Charge will never be greater than 0.10% of the Variable Account value. (See Accumulation Units and Accumulation Unit Value and Net Investment Factor for a description of how this charge is applied.)

Mortality and Expense Risk Charge The annualized Mortality and Expense Risk Charge will never be greater than 1.35% of the Variable Account value. (See Accumulation Units and Accumulation Unit Value and Net Investment Factor for a description of how this charge is applied.)

Our actual mortality and expense experience will not adversely affect the dollar amount of variable benefits or other contractual payments or values under this Contract.

Taxes Any premium tax relating to this Contract may be deducted from purchase payments or the Contract Value when the tax is incurred or at a later time.

Withdrawal You have the right, subject to the restrictions and charges described in this Contract, to withdraw part or all of your Contract Value at any time during the Accumulation Phase. A withdrawal must be at least \$50. If any withdrawal reduces the Contract Value to less than \$1,000, we will treat the request as a withdrawal of the entire Contract Value. If you withdraw the entire Contract Value, the Contract will terminate.

You must specify the Investment Alternative(s) from which you wish to make a withdrawal. When you make a withdrawal, your Contract Value will be reduced by a withdrawal amount equal to the amount paid to you adjusted by any applicable Withdrawal Charge, Market Value Adjustment, and taxes.

Any Withdrawal Charge or Market Value Adjustment will be waived on withdrawals taken to satisfy IRS minimum distribution rules. This waiver is permitted only for withdrawals which satisfy distributions resulting from this Contract.

Free Withdrawal Amount Each Contract Year the Free Withdrawal Amount is equal to the greater of 15% of the amount of purchase payments, or 15% of the Contract Value as of the beginning of that Contract Year. Each Contract Year you may withdraw the Free Withdrawal Amount without any Withdrawal Charge; however, the amount withdrawn, may be subject to a Market Value Adjustment. Each Contract Year begins on the anniversary of the date the

Contract was established. Any Free Withdrawal Amount which is not withdrawn in a year may not be carried over to increase the Free Withdrawal Amount in a subsequent year. The Free Withdrawal Amount is only applicable during the Accumulation Phase of the Contract.

Withdrawal Charge To determine the Withdrawal Charge, we assume that purchase payments are withdrawn first, beginning with the oldest payment. When all purchase payments have been withdrawn, additional withdrawals will not be assessed a Withdrawal Charge.

Withdrawals in excess of the Free Withdrawal Amount will be subject to a Withdrawal Charge as follows:

Payment Year: 1 2 3 4 and Later

Percentage: 7% 6% 6% 0%

For each purchase payment withdrawal, the "Payment Year" in the table is measured from the date we received the purchase payment. The Withdrawal Charge is determined by multiplying the percentage corresponding to the Payment Year times that part of each purchase payment withdrawal that is in excess of the Free Withdrawal Amount.

Market Value Adjustment Activities in a Guarantee Period of the Guaranteed Maturity Fixed Account that may be subject to a Market Value Adjustment are withdrawals, transfers, death benefits, and amounts applied to an income plan. An activity will be subject to a Market Value Adjustment unless it occurs during the 30 day period after a Guarantee Period expires.

A Market Value Adjustment is an increase or decrease in the amount reflecting changes in the level of interest rates since the Guarantee Period was established. As used in this provision, "Treasury Rate" means the U. S. Treasury Note Constant Maturity yield as reported in Federal Reserve Bulletin Release H.15. The Market Value Adjustment is based on the following:

I = the Treasury Rate for a maturity equal to the Guarantee Period duration for the week preceding the establishment of the Guarantee Period;

J = the Treasury Rate for a maturity equal to the Guarantee Period duration for the week preceding the receipt of the withdrawal request, death benefit request, transfer request, or Income Payment request;

N = the number of whole and partial years from the date we receive the withdrawal, transfer, or Death Benefit request, or from the Payout Start Date, to the end of the Guarantee Period;

An adjustment factor is determined from the following formula:

$$.9 \times \{I - (J + .0025)\} \times N$$

The amount subject to a Market Value Adjustment that is deducted from a Guarantee Period of the Guaranteed Maturity Fixed Account is multiplied by the adjustment factor to determine the amount of the Market Value Adjustment.

Any Market Value Adjustment will be waived on withdrawals taken to satisfy IRS minimum distribution rules. This waiver is permitted only for withdrawals which satisfy distributions resulting from this Contract.

Death of Owner If you die prior to the Payout Start Date, the new Owner will be the surviving Owner. If there is no surviving Owner, the new Owner will be the Beneficiary(ies) as described in the Beneficiary provision. The new Owner will have the options described below; except that if the new Owner took ownership as the Beneficiary, the new Owner's options will be subject to any restrictions previously placed upon the Beneficiary.

1. If the sole new Owner is your spouse:

a. Your spouse may elect, within 180 days of the date of your death, to receive the Death Benefit described below in a lump sum.

b. Your spouse may elect, within 180 days of the date of your death, to receive an amount equal to the Death Benefit paid out under one of the Income Plans described in the Payout Phase section. The Payout Start Date must be within one year of your date of death. Income Payments must be payable:

i. over the life of your spouse; or

ii. for a guaranteed number of payments from 5 to 50 years but not to exceed the life expectancy of your spouse; or

iii. Over the life of your spouse with a guaranteed number of payments from 5 to 50 years but not to exceed the life expectancy of your spouse.

c. If your spouse does not elect one of the options above, then the Contract will continue in the Accumulation Phase as if the death had not occurred. If the Contract is continued in the Accumulation Phase, the following conditions apply:

If we receive a complete request for settlement of the death benefit from your spouse within 180 days of the date of your death, then the Contract is continued with your spouse as Owner. The Contract Value of the continued Contract will be the Death Benefit as determined at the end of the Valuation Period during which we received the complete request for settlement of the death benefit. Unless otherwise instructed by the continuing spouse, the excess, if any, of the Death Benefit amount over the Contract Value will be allocated to the Sub-accounts of the Variable Account. This excess will be allocated in proportion to your Contract Value in those Sub-accounts as of the end of the Valuation Period during which we receive the complete request for settlement of the death benefit, except that any portion of this excess attributable to the Fixed Account Options will be allocated to the Money Market Variable Sub-account. Within 30 days of the date the Contract is continued, your surviving spouse may choose one of the following transfer alternatives without incurring a transfer fee:

` 9 transfer all or a portion of the excess among the Variable Sub-accounts;

9 transfer all or a portion of the excess into the Guarantee Maturity Fixed Account and begin a new Guarantee Period; or

9 transfer all or a portion of the excess into a combination of Variable

Sub-accounts and the Guarantee Maturity Fixed Account.

Any such transfer does not count as one of the free transfers allowed each Contract Year and is subject to any minimum allocation amount specified in your Contract.

If we do not receive a complete request for settlement of the death benefit from your spouse within 180 days of the date of your death, the Contract Value will not be adjusted to the Death Benefit on the date the Contract is continued.

The surviving spouse may make a single withdrawal of any amount within one year of the date of death without incurring a Withdrawal Charge or Market Value Adjustment.

Prior to the Payout Start Date, the Death Benefit of the continued Contract will be as defined in the Death Benefit provision.

Only one spousal continuation is allowed under this Contract.

2. If the new Owner is not your spouse but is a living person, then this new Owner has the following options:

- a. The new Owner may elect, within 180 days of the date of your death, to receive the Death Benefit described below in a lump sum.
- b. The new Owner may elect, within 180 days of the date of your death, to receive an amount equal to the Death Benefit paid out under one of the Income Plans described in the Payout Phase section. The Payout Start Date must be within one year of your date of death. Income Payments must be payable:
 - i. over the life of the new Owner; or
 - ii. for a guaranteed number of payments from 5 to 50 years but not to exceed the life expectancy of the new Owner; or
 - iii. over the life of the new Owner with a guaranteed number of payments from 5 to 50 years but not to exceed the life expectancy of the new Owner.
- c. The new Owner may elect to receive the Settlement Value payable in a lump sum within 5 years of your date of death.

3. If the new Owner is a corporation or other non-living person:

- a. The non-living new Owner may elect, within 180 days of your death, to receive the Death Benefit in a lump sum.
- b. The non-living new Owner may elect to receive the Settlement Value payable in a lump sum within 5 years of your date of death.

If any new Owner is a non-living person, all new Owners will be considered to be non-living persons for the above purposes.

If the new Owner does not make one of the above described elections, the Settlement Value must be withdrawn by the new Owner on or before the mandatory distribution date 5 years after your date of death. Under any of these options, all ownership rights subject to any restrictions previously placed upon the Beneficiary, are available to the new Owner from the date of your death to the date on which the Death Benefit or Settlement Value is paid. We reserve the right to extend, on a non-discriminatory basis, the period of time in which we will use the Death Benefit rather than the Settlement Value to determine the payment amount. The death benefit will be at least as high as the Settlement Value. This right applies only to the amount payable as death benefit proceeds and in no way restricts when a claim may be filed.

Death of Annuitant If the Annuitant who is not also the Owner dies prior to the Payout Start Date, the Owner must elect an applicable option listed below.

1. If the Owner is a living person, then the Contract will continue with a new Annuitant as described in the Annuitant provision above.
2. If the Owner is a non-living Person:
 - a. The Owner may elect, within 180 days of the Annuitant's date of death, to receive the Death Benefit in a lump sum; or
 - b. The Owner may elect to receive the Settlement Value payable in a lump sum within 5 years of the Annuitant's date of death.

If the non-living Owner does not make one of the above described elections, the Settlement Value must be withdrawn on or before the mandatory distribution date 5 years after the Annuitant's death.

Under any of these options, all ownership rights are available to the non-living Owner from the date of the Annuitant's death to the date on which the Death Benefit or Settlement Value is paid. We reserve the right to extend, on a non-discriminatory basis, the period of time in which we will use the Death Benefit rather than the Settlement Value to determine the payment amount. The death benefit will be at least as high as the Settlement Value. This right applies only to the amount payable as death benefit proceeds and in no way restricts when a claim may be filed.

Death Benefit Prior to the Payout Start Date, the Death Benefit is equal to the greatest of:

the sum of all purchase payments reduced by an adjustment for any withdrawals, as defined below; or

the Contract Value as of the date we determine the Death Benefit; or

the Settlement Value as of date we determine the Death Benefit; or

the greatest of the Contract Values on the current or any previous Death Benefit Anniversary prior to the date we determine the Death Benefit, increased by any purchase payments made since that Death Benefit Anniversary and reduced by an adjustment for any withdrawals, as defined below, made since that Death Benefit Anniversary.

Death Benefit Anniversaries occur every 7th Contract anniversary until the oldest Owner's 80th birthday, or the Annuitant's 80th birthday if the Owner is not a living person. For example, the 7th, 14th and 21st Contract anniversaries are the first three Death Benefit Anniversaries. The Contract anniversary immediately following the oldest Owner's 80th birthday, or the Annuitant's 80th birthday if the Owner is not a living person, will also be a Death Benefit Anniversary and is the final Death Benefit Anniversary.

The withdrawal adjustment is equal to (a) divided by (b) and the result multiplied by (c) where:

(a) is the withdrawal amount.

(b) is the Contract Value immediately prior to the withdrawal.

(c) is the Contract Value on the Death Benefit Anniversary adjusted by any prior purchase payments or withdrawals made since that Death Benefit Anniversary, or the sum of all purchase payments adjusted for any prior withdrawals, as applicable.

We will determine the value of the death benefit as of the end of the Valuation Period during which we receive a complete request for settlement of the death benefit. A complete request includes due proof of death.

Settlement Value The Settlement Value is the same amount that would be paid in the event of withdrawal of the Contract Value. We will calculate the Settlement Value at the end of the Valuation Period coinciding with the requested distribution date for payment or on the mandatory distribution date of 5 years after the date of death.

PAYOUT PHASE

Payout Phase Defined The "Payout Phase" is the second of the two phases during your Contract. During this phase the Contract Value adjusted by any Market Value Adjustment and less any applicable taxes is applied to the Income Plan you choose and is paid out as provided in that plan.

The Payout Phase begins on the Payout Start Date. It continues until we make the last payment as provided by the Income Plan chosen.

Payout Start Date The "Payout Start Date" is the date the Contract Value adjusted by any Market Value Adjustment and less any applicable taxes is applied to an Income Plan. The anticipated Payout Start Date is shown on the Annuity Data Page. You may change the Payout Start Date by writing to us at least 30 days prior to this date.

The Payout Start Date must be at least 30 days after the Issue Date, and occur on or before the later of:

the Annuitant's 90th birthday; or

the 10th anniversary of this Contract's issue date.

Income Plans An "Income Plan" is a series of payments on a scheduled basis to you or to another person designated by you. The Contract Value on the Payout Start Date adjusted by any Market Value Adjustment and less any applicable taxes, will be applied to your Income Plan choice from the following list. You may choose more than one Income Plan. If you choose more than one Income Plan, you must specify what proportions of your Contract Value (adjusted by any Market Value Adjustment and less any applicable taxes) should be allocated to each Income Plan.

1. **Life Income with Guaranteed Payments** We will make payments for as long as the Annuitant lives. If the Annuitant dies before the selected number of guaranteed payments have been made, we will continue to pay the remainder of the guaranteed payments. If the Annuitant is age 90 or older, a minimum of 60 months of guaranteed payments applies.

2. **Joint and Survivor Life Income with Guaranteed Payments** We will make payments for as long as either the Annuitant or joint Annuitant, named at the time of Income Plan selection, lives. If both the Annuitant and the joint Annuitant die before the selected number of guaranteed payments have been made, we will continue to pay the remainder of the guaranteed payments. If the Annuitant is age 90 or older, a minimum of 60 months of guaranteed payments applies.

3. **Guaranteed Number of Payments** We will make payments for a specified number of months beginning on the Payout Start Date. These payments do not depend on the Annuitant's life. The minimum number of months guaranteed is 60 (120 if the Payout Start Date occurs prior to the third anniversary of the Contract issue date). The maximum number of months guaranteed is 360 or the number of months between the Payout Start Date and the date that the Annuitant reaches age 100, if greater. In no event may the number of months guaranteed exceed 600 months. Income Plan 3 offers a withdrawal option as defined under Payout Withdrawal. Income Payments under Income Plan 3 are subject to the following:

9 You may request to modify the length of the payment period and the frequency of payments. You may make this change once each 365-day period. We reserve the right to limit the availability of such changes or to change the frequency of allowable changes without prior notice. If you elect to change the length of the payment period, the new payment period must be within the original maximum and minimum period you would have been permitted to select on your original Payout Start Date.

9 If you change the length of your payment period, we will compute the present value of your remaining payments, using the same assumptions we would use if you were terminating the guaranteed

payment plan, as described under Payout Withdrawal. We will adjust the remaining guaranteed payments to equal what the computed present value would support based on those same assumptions and based on the revised guarantee period.

9 Changes to either the frequency of payments or length of a guaranteed payment plan will result in a change to the payment

amount and may change the amount of each payment that is taxable to you.

⁹ Any change in the frequency of payments takes effect on the next payment date.

We reserve the right to make other Income Plans available .

Income Payments Income payment amounts may vary based on any Sub-account of the Variable Account and/or may be fixed for the duration of the Income Plan. On the Payout Start Date, you may choose the portion of the Contract Value to be applied to Variable Amount Income Payments and the portion to be applied to Fixed Amount Income Payments. If you do not choose how the Contract Value is to be applied, then the portion of the Contract Value in the Variable Account on the Payout Start Date will be applied to Variable Amount Income Payments and the remainder will be applied to Fixed Amount Income Payments. The method of calculating the initial payment is different for Variable Amount Income Payments and Fixed Amount Income Payments.

Variable Amount Income Payments The initial Variable Amount Income Payment is determined by applying the applicable portion of the Contract Value on the Payout Start Date, as described in the Income Payment Provision above, adjusted by any Market Value Adjustment and less any applicable premium tax, to the appropriate value for the selected Income Plan. The Income Plan value will be based on the Annuity 2000 Mortality Table and the Assumed Investment Rate. Subsequent income payments will vary depending on changes in the Annuity Unit Values for the Sub-accounts upon which the income payments are based. See the Income Payment Tables section for income payments for selected ages and income plans based on a 3% Assumed Investment Rate.

The portion of the initial income payment based upon a particular Variable Sub-account is determined by applying the chosen portion of the Contract Value for that Sub-account, adjusted by any Market Value Adjustment and less any applicable premium tax, to the appropriate Income Plan value described above. This portion of the initial income payment is divided by the Annuity Unit Value on the Payout Start Date for that Variable Sub-account to determine the number of Annuity Units from that Sub-account which will be used to determine subsequent income payments. Unless Annuity Transfers are made between Sub-accounts, each subsequent income payment from that Sub-account will be that number of Annuity Units times the Annuity Unit Value for the Sub-account for the Valuation Date on which the income payment is made.

Annuity Unit Value The Annuity Unit Value for each Sub-account of the Variable Account at the end of the Valuation Period coinciding with the Payout Start Date is the number used to determine the number of Annuity Units.

Annuity Unit Values at the end of subsequent Valuation Periods are calculated by:

multiplying the Annuity Unit Value at the end of the immediately preceding Valuation Period by the Sub-account's Net Investment Factor during the period; and then

dividing the result by 1.000 plus the Assumed Investment Rate for the period.

Assumed Investment Rate The Assumed Investment Rate is an effective annual rate of 3%. We reserve the right to offer other Assumed Investment Rates. The Assumed Investment Rate may not be changed after an Income Plan has been selected.

Fixed Amount Income Payments The Fixed Amount Income Payment is calculated by applying the portion of the applicable Contract Value on the Payout Start Date, as described in the Income Payment provision above, adjusted by any Market Value Adjustment and less any applicable premium tax, to the greater of the appropriate value from the Income Payment Table selected or such other value as we are offering at that time. Fixed Amount Income Payments are fixed for the duration of the Income Plan.

Annuity Transfers After the Payout Start Date, you may transfer among the variable Sub-accounts. You may make up to 12 transfers per Contract year. No transfers may be made from the Fixed Amount Income Payment. Transfers from the Variable Amount Income Payment to the Fixed Amount Income Payment may be made only if Income Plan 3 has been chosen.

Payout Withdrawal You may terminate all or a portion of the income payments being made under Income Plan 3 at any time and withdraw their value, subject to a Payout Withdrawal Charge, by writing to us. For Variable Amount Income Payments, this value is equal to the present value of the Variable Amount Income Payments being terminated, calculated using a discount rate equal to the Assumed Investment Rate that was used in determining the initial variable payment. For Fixed Amount Income Payments, this value is equal to the present value of the Fixed Amount Income Payments being terminated, calculated using a discount rate equal to the Applicable Current Interest Rate. The Applicable Current Interest Rate is the rate we are using on the date we receive your payout withdrawal request to determine income payments for a new annuitization with a payment period equal to the remaining payment period of the income payments being terminated.

A Payout Withdrawal must be a least \$50. If any Payout Withdrawal reduces the value of the remaining income payments to an amount not sufficient to provide an initial payment of at least \$20, we reserve the right to terminate the Contract and pay you the Value of the remaining income payments in a lump sum. If you withdraw the entire value of the remaining income payments, the Contract will terminate.

You must specify the Investment Alternatives(s) from which you wish to make Payout Withdrawal. If you withdraw a portion of the value of your remaining income payments, the payment period will remain unchanged and your remaining payment amounts will be reduced proportionately.

Payout Withdrawal Charge To determine the Payout Withdrawal Charge, we assume that purchase payments are withdrawn first, beginning with the oldest payment. When all purchase payments have been withdrawn, additional withdrawals will not be assessed a Payout Withdrawal Charge.

Payout Withdrawals will be subject to a Payout Withdrawal Charge as follows:

Payment Year: 1 2 3 4 and later

Percentage: 7% 6% 6% 0%

For each purchase payment withdrawal, the "Payment Year" in the table is measured from the date we received the purchase payment. The Payout Withdrawal Charge is determined by multiplying the percentage corresponding to the Payment Year times the amount of each purchase payment withdrawal.

Regularly scheduled Income Payments are never subject to a Payout Withdrawal Charge.

Payout Terms and Conditions The income payments are subject to the following terms and conditions:

If the Contract Value is less than \$2,000, or not enough to provide an initial payment of at least \$20, we reserve the right to:

9 change the payment frequency to make the payment at least \$20; or

9 terminate the Contract and pay you the Contract Value adjusted by any Market Value Adjustment and less any applicable taxes in a lump sum.

If we do not receive a written choice of an Income Plan from you at least 30 days before the Payout Start Date, the Income Plan will be life income with guaranteed payments for 120 months.

If you choose an Income Plan which depends on any person's life, we may require:

9 proof of age and sex before income payments begin; and

9 proof that the Annuitant or joint Annuitant is still alive before we make each payment.

After the Payout Start Date, a new Income Plan may not be selected nor may amounts be reallocated to a different Income Plan.

After the Payout Start Date, withdrawals cannot be made unless income payments are being made under Income Plan 3.

If any Owner dies during the Payout Phase, the remaining income payments will be paid to the successor Owner as scheduled.

INCOME PAYMENT TABLES

The initial income payment will be at least the amount based on the adjusted age of the Annuitant(s) and the tables below, less any federal income taxes which are withheld. The adjusted age is the actual age of the Annuitant(s) on the Payout Start Date reduced by one year for each six full years between January 1, 2000 and the Payout Start Date. Income payments for ages and guaranteed payment periods not shown below will be determined on a basis consistent with that used to determine those that are shown. The Income Payment Tables shown are based on 3.0% interest and the Annuity 2000 Mortality Tables.

Income Plan 1 - Life Income with Guaranteed Payments for 120 Months

Monthly Income Payment for each \$1,000 Applied to this Income Plan

Annuitant's Annuitant's Annuitant's
Adjusted Male Female Adjusted Male Female Adjusted Male Female
Age Age Age

35	\$3.34	\$3.22	49	\$3.99	\$3.76	63	\$5.23	\$4.84
36	3.38	3.24	50	4.05	3.81	64	5.35	4.95
37	3.41	3.27	51	4.11	3.87	65	5.49	5.07
38	3.45	3.30	52	4.18	3.93	66	5.62	5.20
39	3.49	3.34	53	4.26	3.99	67	5.77	5.33
40	3.53	3.37	54	4.33	4.06	68	5.92	5.47
41	3.57	3.41	55	4.41	4.13	69	6.07	5.62
42	3.62	3.44	56	4.50	4.20	70	6.23	
43	3.66	3.48	57	4.58	4.28	71	5.78	
44	3.71	3.52	58	4.68	4.36	72	6.39	5.94
45	3.76	3.57	59	4.78	4.45	73	6.56	6.11
46	3.81	3.61	60	4.88	4.54	74	6.73	6.29
47	3.87	3.66	61	4.99	4.63	75	6.90	6.48
48	3.93	3.71	62	5.11	4.73	7.08	6.67	

Income Plan 2 - Joint and Survivor Life Income with Guaranteed Payments for 120 Months

Monthly Income Payment for each \$1,000 Applied to this Income Plan

Female Annuitant's Adjusted Age

Male
Annuitant's 35 40 45 50 55 60 65 70 75
Adjusted
Age

35	\$3.06	\$3.12	\$3.17	\$3.22	\$3.26	\$3.28	\$3.31	\$3.32	\$3.33
40	3.10	3.18	3.26	3.32	3.38	3.43	3.46	3.49	3.51
45	3.13	3.23	3.33	3.43	3.52	3.59	3.65	3.69	3.72
50	3.16	3.27	3.40	3.53	3.65	3.76	3.86	3.93	3.98
55	3.18	3.30	3.45	3.61	3.77	3.94	4.08	4.20	4.29
60	3.19	3.33	3.49	3.68	3.88	4.31	4.51	4.66	
65	3.20	3.34	3.52	3.73	3.97	4.10	4.54	4.83	5.08

Income Plan 3 - Guaranteed Number of Payments

Monthly Income Payment for each
Specified Period \$1,000 Applied to this Income Plan

10 Years \$9.61
11 Years 8.86
12 Years 8.24
13 Years 7.71
14 Years 7.26
15 Years 6.87
16 Years 6.53
17 Years 6.23
18 Years 5.96
19 Years 5.73
20 Years 5.51

GENERAL PROVISIONS

The Entire Contract The entire contract consists of this Contract, any written applications, and any Contract endorsements and riders.

All statements made in written applications are representations and not warranties. No statement will be used by us in defense of a claim or to void the Contract unless it is included in a written application. If your Contract is voided, you will receive any purchase payments allocated to the Variable Account, adjusted to reflect investment gain or loss from the date of allocation to the date the Contract is voided, plus any purchase payments allocated to the Fixed Account Options, less any withdrawals.

Only our officers may change the Contract or waive a right or requirement. No other individual may do this.

We may not modify this Contract without your signed consent, except to make it comply with any changes in the Internal Revenue Code or as required by any other applicable law.

Incontestability We will not contest the validity of this Contract after the issue date.

Misstatement of Age or Sex If any age or sex has been misstated, we will pay the amounts which would have been paid at the correct age and sex.

If we find the misstatement of age or sex after the income payments begin, we will:

pay all amounts underpaid including interest calculated at an effective annual rate of 6%; or

stop payments until the total income payments made are equal to the total amounts that would have been made if the correct age and sex had been used.

Annual Statement At least once a year, prior to the Payout Start Date, we will send you a statement containing Contract Value information. We will provide you with Contract Value information at any time upon request. The information presented will comply with any applicable law.

Settlements We may require that this Contract be returned to us prior to any settlement. We must receive due proof of death of the Owner or Annuitant prior to settlement of a death claim.

Any full withdrawal or death benefit under this Contract will not be less than the minimum benefits required by any statute of the state in which the Contract is delivered.

Deferment of Payments We will pay any amounts due from the Variable Account under this Contract within seven days, unless:

the New York Stock Exchange is closed for other than usual weekends or holidays, or trading on such Exchange is restricted;

an emergency exists as defined by the Securities and Exchange Commission;

or

the Securities and Exchange Commission permits delay for the protection of Contract holders.

We reserve the right to postpone payments or transfers from the Fixed Account Options for up to six months. If we elect to postpone payments or transfers from the Fixed Account Options for 30 days or more, we will pay interest as required by applicable law. Any interest would be payable from the date the payment or transfer request is received by us to the date the payment or transfer is made.

Variable Account Modifications We reserve the right, subject to applicable law, to make additions to, deletions from, or substitutions for the mutual fund portfolio shares underlying the Sub-accounts of the Variable Account. We will not substitute any shares attributable to your interest in a Sub-account of the

Variable Account without notice to you and prior approval of the Securities and Exchange Commission, to the extent required by the Investment Company Act of 1940, as amended.

We reserve the right to establish additional Sub-accounts of the Variable Account, each of which would invest in shares of another mutual fund. You may then instruct us to allocate purchase payments or transfers to such Sub-accounts, subject to any terms set by us or the mutual fund. We reserve the right to limit the availability of funds for this Contract.

In the event of any such substitution or change, we may by endorsement, make such changes as may be necessary or appropriate to reflect such substitution or change.

If we deem it to be in the best interests of persons having voting rights under the Contracts, the Variable Account may be operated as a management company under the Investment Company Act of 1940, as amended, or it may be deregistered under such Act in the event such registration is no longer required.

Page 2
GLMU149
Glenbrook Life
and Annuity Company
A Stock Company

Headquarters: 3100 Sanders Road, Northbrook, Illinois 60062-7154

Flexible Premium Deferred Variable Annuity Contract

This Contract is issued to the Owner in consideration of the initial purchase payment. Glenbrook Life and Annuity Company will pay the benefits of this Contract, subject to its terms and conditions.

Throughout this Contract, "you" and "your" refer to the Contract owner(s). "We", "us" and "our" refer to Glenbrook Life and Annuity Company.

Contract Summary

This flexible premium deferred variable annuity provides a cash withdrawal benefit, a death benefit, and a settlement value during the Accumulation Phase and periodic income payments beginning on the Payout Start Date during the Payout Phase.

The dollar amount of income payments or other values provided by this Contract, when based on the investment experience of the Variable Account, will vary to reflect the performance of the Variable Account. For amounts in the Guaranteed Maturity Fixed Account, the withdrawal benefit, the settlement value, transfers to other sub-accounts and any periodic income payments may be subject to a Market Value Adjustment which may result in an upward or downward adjustment of the amount distributed.

This Contract does not pay dividends.

The tax status of this Contract as it applies to the Owner should be reviewed each year.

PLEASE READ YOUR CONTRACT CAREFULLY.

This is a legal Contract between the Contract Owner(s) and Glenbrook Life and Annuity Company.

Return Privilege

Upon written request we will provide you with factual information regarding the benefits and provisions contained in this Contract. If you are not satisfied with this Contract for any reason, you may return it to us or our agent within 20 days after you receive it. We will refund any purchase payments allocated to the Variable Account, adjusted to reflect investment gain or loss from the date of allocation through the date of cancellation, plus any purchase payments allocated to the Fixed Account. (Where required by state law, we will refund any purchase payments.) If this Contract is qualified under Section 408 of the Internal Revenue Code, we will refund the greater of any purchase payments or the Contract Value.

If you have any questions about your Glenbrook Life variable annuity, please contact Glenbrook Life at (800) 776-6978.

[GRAPHIC OMITTED][GRAPHIC OMITTED]

Secretary Chairman and Chief Executive Officer

Flexible Premium Deferred Variable Annuity

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ANNUITY DATA

CONTRACT NUMBER:.....444444444
ISSUE DATE:.....May 1, 2001
INITIAL PURCHASE PAYMENT:.....\$10,000.00
IRA

INITIAL ALLOCATION OF PURCHASE PAYMENT:

ALLOCATED AMOUNT (%)
VARIABLE SUB-ACCOUNTS
Fund Manager Sub-account A 10%
Fund Manager Sub-account B 10%
Fund Manager Sub-account C 10%
Fund Manager Sub-account D 10%

CURRENT RATE
ALLOCATED ANNUALIZED GUARANTEED AMOUNT (%) INTEREST RATE THROUGH

GUARANTEED MATURITY FIXED ACCOUNTS
1 Year Guarantee Period 10% 4.25% 05/01/2002
3 Year Guarantee Period 10% 4.75% 05/01/2004
5 Year Guarantee Period 10% 5.25% 05/01/2006
7 Year Guarantee Period 10% 5.50% 05/01/2008
10 Year Guarantee Period 10% 5.75% 05/01/2011

SIX-MONTH DOLLAR COST AVERAGING FIXED ACCOUNT
5% 4.50% 11/01/2001

TWELVE-MONTH DOLLAR COST AVERAGING FIXED ACCOUNT
5% 5.00% 05/01/2002

MINIMUM GUARANTEED RATE
Fixed Account Options:.....3.00%

PAYOUT START DATE:.....May 1, 2056
(The date annuity payments are anticipated to begin)

OWNER:.....John Doe

ANNUITANT:.....John Doe
AGE AT ISSUE:.....35
SEX:.....Male

BENEFICIARY RELATIONSHIP TO OWNER PERCENTAGE
Jane Doe Wife 100%

CONTINGENT BENEFICIARY RELATIONSHIP TO OWNER PERCENTAGE
Susan Doe Daughter 100%

THE PERSONS INVOLVED

Owner The person named at the time of application is the Owner of this Contract unless subsequently changed. As Owner, you will receive any periodic income payments, unless you have directed us to pay them to someone else. The Contract cannot be jointly owned by both a non-living person and a living person.

You may exercise all rights stated in this Contract, subject to the rights of any irrevocable Beneficiary.

You may change the Owner at any time by written notice in a form satisfactory to us. If the Owner is a living person, you may change the Annuitant prior to the Payout Start Date by written notice in a form satisfactory to us. Once we accept a change, the change will take effect as of the date you signed the request. Each change is subject to any payment we make or other action we take before we accept it.

You may not assign an interest in this Contract as collateral or security for a loan. However, you may assign periodic income payments under this Contract prior to the Payout Start Date. We are bound by an assignment only if it is signed by the assignor and filed with us. We are not responsible for the validity of an assignment.

If the sole surviving Owner dies prior to the Payout Start Date, the Beneficiary becomes the new Owner. If the sole surviving Owner dies after the Payout Start Date, the Beneficiary becomes the new Owner as described in the Beneficiary provision and will receive any subsequent guaranteed income payments.

If more than one person is designated as Owner:

Owner as used in this Contract refers to all people named as Owners, unless otherwise indicated;

any request to exercise ownership rights must be signed by all Owners; and

on the death of any person who is an Owner, the surviving person(s) named as Owner will continue as Owner.

Annuitant The Annuitant is the person named on the Annuity Data Page, but may be changed by the Owner, as described above. The Annuitant must be a living person. If the Owner of the Contract is a grantor trust, then the Annuitant must be the oldest grantor. If the Annuitant dies prior to the Payout Start Date, the new Annuitant will be:

the youngest Owner; otherwise,

the youngest Beneficiary.

Beneficiary The Beneficiary is the person(s) named on the Annuity Data Page unless later changed by the Owner. The Primary Beneficiary is the Beneficiary(ies) who is first entitled to receive benefits under the Contract upon the death of the sole surviving Owner. The Contingent Beneficiary is the Beneficiary(ies) entitled to receive benefits under the Contract when all Primary Beneficiary(ies) predecease the Owner(s).

You may change or add Beneficiaries at any time by written notice in a form satisfactory to us, unless you have designated an irrevocable Beneficiary. You may restrict income payments to Beneficiaries by written notice in a form satisfactory to us. Once we accept the request, the change or restriction, will take effect as of the date you signed the request. Any change is subject to any payment we make or other action we take before we accept it.

Benefits Payable to Beneficiaries

9 If the sole surviving Owner dies after the Payout Start Date, the Beneficiary(ies) will receive any guaranteed income payments scheduled to continue.

9 If the sole surviving Owner dies before the Payout Start Date, the Beneficiary(ies) may elect to receive a Death Benefit or become the new Owner.

Order of Payment of Benefits

As described above under Benefits Payable to Beneficiaries, Beneficiary(ies) will receive any guaranteed income payments scheduled to continue, or the right to elect to receive a Death Benefit or become the new Owner, in the following order of classes:

9 Primary Beneficiary

Upon the death of the sole surviving Owner before the Payout Start Date, the Primary Beneficiary(ies), if living, will have the right to elect to receive a Death Benefit or become the new Owner with rights as defined in the Death of Owner provision. Upon the death of the sole surviving Owner after the Payout Start Date, Primary Beneficiary(ies), if living, will receive the guaranteed income payments scheduled to continue.

9 Contingent Beneficiary

Before the Payout Start Date the Contingent Beneficiary, if living, will have the right to elect to receive a Death Benefit or become the new Owner with rights as defined in the Death of Owner provision upon the death of the Owner if all Primary Beneficiaries die before the sole surviving Owner. After the Payout Start Date the Contingent Beneficiary, if living, will receive the guaranteed income payments scheduled to continue upon the death of the Owner if all Primary Beneficiaries die before the sole surviving Owner.

If none of the named Beneficiaries are living when the sole surviving Owner dies, or if a Beneficiary has not been named, the new Beneficiary will be:

your spouse, or if he or she is no longer living,

your surviving children equally, or if you have no surviving children,

your estate.

Unless you have provided directions to the contrary, the Beneficiaries will take equal shares. If there is more than one Beneficiary in a class and one of the Beneficiaries predeceases the Owner, the remaining Beneficiaries in that class will divide the deceased Beneficiary's share in proportion to the original share of the remaining Beneficiaries

ACCUMULATION PHASE

Accumulation Phase Defined The "Accumulation Phase" is the first of two phases during your Contract. The Accumulation Phase begins on the issue date stated on the Annuity Data Page. This phase will continue until the Payout Start Date unless this Contract is terminated before that date.

Contract Year The one year period beginning on the issue date and on each anniversary of the issue date.

Purchase Payments The initial payment is shown on the Annuity Data Page. You may make subsequent purchase payments during the Accumulation Phase. We may limit the amount of each purchase payment that we will accept to a minimum of \$500 and a maximum of \$1,000,000. We may limit your ability to make subsequent purchase payments in order to comply with the laws of the state where this Contract is delivered. We will invest the purchase payments in the Investment Alternatives you select. You may allocate any portion of your purchase payment in whole percents from 0% to 100% or in exact dollar amounts to any of the Investment Alternatives. The total allocation must equal 100%.

The allocation of the initial purchase payment is shown on the Annuity Data Page. Allocation of each subsequent purchase payment will be the same as the allocation for the most recent purchase payment unless you change the allocation. You may change the allocation of subsequent purchase payments at any time, without charge, simply by giving us written notice. Any change will be effective at the time we receive the notice.

Initial Purchase Payment Allocation If the Return Privilege provision requires us to refund purchase payments, then during the Return Privilege period, we reserve the right to invest any purchase payments you allocated to the Variable Account to a Money Market Variable Sub-account available under this

Contract. We will notify you if we do so. At the end of the Return Privilege period, the amount in the Money Market Variable Sub-account will be allocated to the Variable Account as originally designated by you. This allocation will not be considered a transfer.

Investment Alternatives Investment Alternatives are the Sub-accounts of the Variable Account, the Six-Month Dollar Cost Averaging Fixed Account, the Twelve-Month Dollar Cost Averaging Fixed Account, and the Guarantee Periods of the Guaranteed Maturity Fixed Account shown on the application. We may offer additional Sub-accounts of the Variable Account at our discretion. We reserve the right to limit the availability of the Investment Alternatives.

Variable Account The "Variable Account" for this Contract is the Glenbrook Life and Annuity Company Separate Account A. This account is a separate investment account to which we allocate assets contributed under this and certain other Contracts. The income, gains and losses, realized or unrealized, from assets allocated to the Variable Account are credited to or charged against the account without regard to our other income, gains or losses.

Variable Sub-accounts The Variable Account is divided into Sub-accounts. Each Sub-account invests solely in the shares of the mutual fund underlying that Sub-account.

Fixed Account Options The Fixed Account Options are the Six-Month Dollar Cost Averaging Fixed Account, the Twelve-Month Dollar Cost Averaging Fixed Account, and the Guarantee Periods of the Guaranteed Maturity Fixed Account.

Six-Month Dollar Cost Averaging Fixed Account Money in the Six-Month Dollar Cost Averaging Fixed Account will earn interest at the annual rate in effect at the time of allocation to the Six-Month Dollar Cost Averaging Fixed Account. Each purchase payment in the Six-Month Dollar Cost Averaging Fixed Account must be at least \$500. Each purchase payment and associated interest in the Six-Month Dollar Cost Averaging Fixed Account must be transferred to Sub-accounts of the Variable Account according to your current allocation instructions in equal monthly installments within the selected transfer period. You may select a transfer period of no more than 6 months. If you discontinue the Dollar Cost Averaging program before the end of the transfer period, the remaining balance in the Six-Month Dollar Cost Averaging Fixed Account will be transferred to the Money Market Variable Sub-account unless you request a different Investment Alternative. At the end of the transfer period, any residual amount will be automatically transferred to the Money Market Variable Sub-account. No amount may be transferred into the Six-Month Dollar Cost Averaging Fixed Account.

For each purchase payment, the first transfer from the Six-Month Dollar Cost Averaging Fixed Account must begin the next business day after the date payment is received. If we do not receive an allocation instruction from you when payment is received, the payment plus associated interest will be transferred to the Money Market Variable Sub-account in equal monthly installments within the selected transfer period until we have received a different allocation instruction.

Twelve-Month Dollar Cost Averaging Fixed Account Money in the Twelve-Month Dollar Cost Averaging Fixed Account will earn interest at the annual rate in effect at the time of allocation to the Twelve-Month Dollar Cost Averaging Fixed Account. Each purchase payment in the Twelve-Month Dollar Cost Averaging Fixed Account must be at least \$500. Each purchase payment and associated interest in the Twelve-Month Dollar Cost Averaging Fixed Account must be transferred to Sub-accounts of the Variable Account according to your current allocation instructions in equal monthly installments within the selected transfer period. You may select a transfer period of no more than 12 months. If you discontinue the Dollar Cost Averaging program before the end of the transfer period, the remaining balance in the Twelve-Month Dollar Cost Averaging Fixed Account will be transferred to the Money Market Variable Sub-account unless you request a different Investment Alternative. At the end of the transfer period, any residual amount will be automatically transferred to the Money Market Variable Sub-account. No amount may be transferred into the Twelve-Month Dollar Cost Averaging Fixed Account.

For each purchase payment, the first transfer from the Twelve-Month Dollar Cost Averaging Fixed Account must begin the next business day after payment is received. If we do not receive an allocation instruction from you when payment is received, the payment plus associated interest will be transferred to the Money Market Variable Sub-account in equal monthly installments within the selected transfer period until we have received a different allocation instruction.

Guaranteed Maturity Fixed Account The Guaranteed Maturity Fixed Account is divided into Guarantee Periods. A Guarantee Period is identified by the date the Guarantee Period begins and the duration of the Guarantee Period. You create a Guarantee Period when:

you make a purchase payment; or

you select a new Guarantee Period after the prior Guarantee Period expires; or

you transfer an amount from an existing Sub-account of the Variable Account, from another Guarantee Period of the Guaranteed Maturity Fixed Account, or from any Fixed Account Option.

You must select the Guarantee Period for all purchase payments and transfers allocated to the Guaranteed Maturity Fixed Account. Each purchase payment or transfer into the Guaranteed Maturity Fixed Account must be at least \$500. If you do not select a Guarantee Period for a purchase payment or transfer, we will assign the same period(s) as used for the most recent purchase payment. Guarantee Periods are offered at our discretion and may range from one to ten years. We may change the Guarantee Periods available for future purchase payments or transfers allocated to the Guaranteed Maturity Fixed Account.

We will mail you a notice prior to the expiration of each Guarantee Period outlining the options available at the end of the Guarantee Period. At the end of a Guarantee Period, we will automatically renew the Guarantee Period value to a Guarantee Period of the same duration to be established on the day the previous Guarantee Period expired. During the 30 day period after a Guarantee Period expires you may:

take no action and we will automatically apply the Guarantee Period value to a Guarantee Period of the same duration as the Guarantee Period that just expired to be established on the day the previous Guarantee Period expired; or

notify us to apply the Guarantee Period value to a new Guarantee Period(s) to be established on the day we received the notification; or

notify us to apply the Guarantee Period value to any Sub-account of the Variable Account on the day we receive the notification; or

receive a portion of the Guarantee Period value or the entire Guarantee Period value through a partial or full withdrawal. Any applicable taxes may apply. In this case, the amount withdrawn will be deemed to have been withdrawn on the day we received notification.

No Market Value Adjustments will apply during the 30 day period after a Guarantee Period expires.

Crediting Interest We credit interest daily to money allocated to the Fixed Account Options. Interest compounds over one year at the current annualized interest rates we are offering when the money is allocated. The current annualized interest rate will remain unchanged until the end of the Guarantee Period.

When a Guarantee Period expires and a new Guarantee Period is established, we will credit interest at the current rate we are offering when the new Guarantee Period is established. The annualized interest rate for any Fixed Account Option will never be less than 3%.

We will credit interest to subsequent purchase payments allocated to any Fixed Account Options from the date we receive them at the rate that we are offering at that time. We will credit interest to transfers to a Guarantee Period of the Guaranteed Maturity Fixed Account from the date the transfer is made at the rate that we are offering at that time.

Transfers Prior to the Payout Start Date, you may transfer amounts between Investment Alternatives. You may make 12 transfers per Contract Year without charge. Each transfer after the 12th in any Contract Year may be assessed a \$25 transfer fee. Multiple transfers on a single trading day are considered a single transfer.

Transfers are subject to the following restrictions:

No amount may be transferred into the Six-Month Dollar Cost Averaging Fixed Account or the Twelve-Month Dollar Cost Averaging Fixed Account.

At the end of the transfer period, any residual amount in the Six-Month

Dollar Cost Averaging Fixed Account or the Twelve-Month Dollar Cost Averaging Fixed Account will be automatically transferred to the Money Market Variable Sub-account.

The minimum amount that may be transferred into a Guarantee Period of the Guaranteed Maturity Fixed Account is \$500.

Any transfer from a Guarantee Period of the Guaranteed Maturity Fixed Account will be subject to a Market Value Adjustment unless the transfer occurs during the 30 day period after the Guarantee Period expires.

We reserve the right to limit the number of transfers among the Variable Sub-accounts in any Contract Year or to refuse any transfer request for an Owner or certain Owners if, in our sole discretion:

9 We believe that excessive trading by such Owner or Owners or a specific transfer request or group of transfer requests may have a detrimental effect on Unit Values or the share prices of the underlying mutual funds or would be to the disadvantage of other Contract Owners; or

9 We are informed by one or more of the underlying mutual funds that the purchase of shares is to be restricted because of excessive trading or a specific transfer or group of transfers is deemed to have a detrimental effect on share prices of affected underlying mutual funds.

Such restrictions may be applied in any manner which is reasonably designed to prevent any use of the transfer right which is considered by us to be to the disadvantage of the other Contract Owners.

We reserve the right to waive the transfer fees and restrictions contained in this Contract.

Contract Value Your "Contract Value" is equal to the sum of:

the number of Accumulation Units you hold in each Sub-account of the Variable Account multiplied by the Accumulation Unit Value for that Sub-account on the most recent Valuation Date; plus

the total value you have in the Six-Month Dollar Cost Averaging Fixed Account and the Twelve-Month Dollar Cost Averaging Fixed Account; plus

the sum of Guarantee Period values in the Guaranteed Maturity Fixed Account.

Accumulation Units and Accumulation Unit Value Amounts which you allocate to a Sub-account of the Variable Account are used to purchase Accumulation Units in that Sub-account. The Accumulation Unit Value for each Sub-account on the date an amount is allocated to the Sub-account is the number used to determine the number of Accumulation Units. Accumulation Unit Values at the end of any subsequent Valuation Periods are calculated by multiplying the Accumulation Unit Value at the end of the immediately preceding Valuation Period by the Sub-account's Net Investment Factor for the Valuation Period. The Accumulation Unit Values may increase or decrease.

Accumulation Unit Value is determined Monday through Friday on each day that the New York Stock Exchange is open for business. A Variable Account Accumulation Unit Value is determined for each Sub-account. The Accumulation Unit Value for each Sub-account will vary with the price of a share in the portfolio the Sub-account invests in, and in accordance with the Mortality and Expense Risk Charge, Administrative Expense Charge, and any provision for taxes.

Assessment of transfers are done separately for each Contract. They are made by redemption of Accumulation Units and do not affect Accumulation Unit Value.

Additions or transfers to a Sub-account of the Variable Account will increase the number of Accumulation Units for that Sub-account. Withdrawals or transfers from a Sub-account of the Variable Account will decrease the number of Accumulation Units for that Sub-account.

Valuation Period and Valuation Date A "Valuation Period" is the time interval between the closing of the New York Stock Exchange on consecutive Valuation Dates. A "Valuation Date" is any date the New York Stock Exchange is open for trading.

Net Investment Factor For each Variable Sub-account, the "Net Investment Factor" for a Valuation Period is equal to:

The sum of:

9 the net asset value per share of the mutual fund portfolio underlying the sub-account determined at the end of the current Valuation Period, plus

9 the per share amount of any dividend or capital gain distributions made by the mutual fund portfolio underlying the subaccount during the current Valuation Period.

Divided by the net asset value per share of the mutual fund portfolio underlying the sub-account determined as of the end of the immediately preceding Valuation Period.

The result is reduced by the Mortality and Expense Risk Charge and the Administrative Expense Charge corresponding to the portion of the 365 day year (366 days for a leap year) that is in the current Valuation Period.

The Net Investment Factor may be greater or less than or equal to one; therefore, the value of an Accumulation Unit may increase, decrease, or remain the same.

Charges The charges for this Contract include Administrative Expense Charges, Mortality and Expense Risk Charges, transfer charges, and applicable taxes. If withdrawals are made, the Contract may also be subject to Market Value Adjustments.

Administrative Expense Charge The annualized Administrative Expense Charge will never be greater than 0.10% of the Variable Account value. (See Accumulation Units and Accumulation Unit Value and Net Investment Factor for a description of how this charge is applied.)

Mortality and Expense Risk Charge The annualized Mortality and Expense Risk Charge will never be greater than 1.40% of the Variable Account value. (See Accumulation Units and Accumulation Unit Value and Net Investment Factor for a description of how this charge is applied.)

Our actual mortality and expense experience will not adversely affect the dollar amount of variable benefits or other contractual payments or values under this Contract.

Taxes Any premium tax relating to this Contract may be deducted from purchase payments or the Contract Value when the tax is incurred or at a later time.

Withdrawal You have the right, subject to the restrictions and charges described in this Contract, to withdraw part or all of your Contract Value at any time during the Accumulation Phase. A withdrawal must be at least \$50. If any withdrawal reduces the Contract Value to less than \$1,000, we will treat the request as a withdrawal of the entire Contract Value. If you withdraw the entire Contract Value, the Contract will terminate.

You must specify the Investment Alternative(s) from which you wish to make a withdrawal. When you make a withdrawal, your Contract Value will be reduced by a withdrawal amount equal to the amount paid to you adjusted by any applicable Market Value Adjustment, and taxes.

Any Market Value Adjustment will be waived on withdrawals taken to satisfy IRS minimum distribution rules. This waiver is permitted only for withdrawals which satisfy distributions resulting from this Contract.

Market Value Adjustment Activities in a Guarantee Period of the Guaranteed Maturity Fixed Account that may be subject to a Market Value Adjustment are withdrawals, transfers, death benefits, and amounts applied to an income plan. An activity will be subject to a Market Value Adjustment unless it occurs during the 30 day period after a Guarantee Period expires.

A Market Value Adjustment is an increase or decrease in the amount reflecting changes in the level of interest rates since the Guarantee Period was established. As used in this provision, "Treasury Rate" means the U. S. Treasury Note Constant Maturity yield as reported in Federal Reserve Bulletin Release H.15. The Market Value Adjustment is based on the following:

I = the Treasury Rate for a maturity equal to the Guarantee Period duration for the week preceding the establishment of the Guarantee Period;

J = the Treasury Rate for a maturity equal to the Guarantee Period duration for the week preceding the receipt of the withdrawal request, death benefit request, transfer request, or Income Payment request;

N = the number of whole and partial years from the date we receive the withdrawal, transfer, or Death Benefit request, or from the Payout Start Date, to the end of the Guarantee Period;

An adjustment factor is determined from the following formula:

$$.9 \times \{I - (J + .0025)\} \times N$$

The amount subject to a Market Value Adjustment that is deducted from a Guarantee Period of the Guaranteed Maturity Fixed Account is multiplied by the adjustment factor to determine the amount of the Market Value Adjustment.

Any Market Value Adjustment will be waived on withdrawals taken to satisfy IRS minimum distribution rules. This waiver is permitted only for withdrawals which satisfy distributions resulting from this Contract.

Death of Owner If you die prior to the Payout Start Date, the new Owner will be the surviving Owner. If there is no surviving Owner, the new Owner will be the Beneficiary(ies) as described in the Beneficiary provision. The new Owner will have the options described below; except that if the new Owner took ownership as the Beneficiary, the new Owner's options will be subject to any restrictions previously placed upon the Beneficiary.

1. If the sole new Owner is your spouse:

a. Your spouse may elect, within 180 days of the date of your death, to receive the Death Benefit described below in a lump sum.

b. Your spouse may elect, within 180 days of the date of your death, to receive an amount equal to the Death Benefit paid out under one of the Income Plans described in the Payout Phase section. The Payout Start Date must be within one year of your date of death. Income Payments must be payable:

i. over the life of your spouse; or

ii. for a guaranteed number of payments from 5 to 50 years but not to exceed the life expectancy of your spouse; or

iii. Over the life of your spouse with a guaranteed number of payments from 5 to 50 years but not to exceed the life expectancy of your spouse.

c. If your spouse does not elect one of the options above, then the Contract will continue in the Accumulation Phase as if the death had not occurred. If the Contract is continued in the Accumulation Phase, the following conditions apply:

If we receive a complete request for settlement of the death benefit from your spouse within 180 days of the date of your death, then the Contract is continued with your spouse as Owner. The Contract Value of the continued Contract will be the Death Benefit as determined at the end of the Valuation Period during which we received the complete request for settlement of the death benefit. Unless otherwise instructed by the continuing spouse, the excess, if any, of the Death Benefit amount over the Contract Value will be allocated to the Sub-accounts of the Variable Account. This excess will be allocated in proportion to your Contract Value in those Sub-accounts as of the end of the Valuation Period during which we receive the complete request for settlement of the death benefit, except that any portion of this excess attributable to the Fixed Account Options will be allocated to the Money Market Variable Sub-account. Within 30 days of the date the Contract is continued, your surviving spouse may choose one of the following transfer alternatives without incurring a transfer fee:

9 transfer all or a portion of the excess among the Variable Sub-accounts;

9 transfer all or a portion of the excess into the Guarantee Maturity Fixed Account and begin a new Guarantee Period; or

9 transfer all or a portion of the excess into a combination of Variable

Sub-accounts and the Guarantee Maturity Fixed Account.

Any such transfer does not count as one of the free transfers allowed each Contract Year and is subject to any minimum allocation amount specified in your Contract.

If we do not receive a complete request for settlement of the death benefit from your spouse within 180 days of the date of your death, the Contract Value will not be adjusted to the Death Benefit on the date the Contract is continued.

The surviving spouse may make a single withdrawal of any amount within one year of the date of death without incurring any Market Value Adjustment. .

Prior to the Payout Start Date, the Death Benefit of the continued Contract will be as defined in the Death Benefit provision.

Only one spousal continuation is allowed under this Contract.

2. If the new Owner is not your spouse but is a living person, then this new Owner has the following options:

a. The new Owner may elect, within 180 days of the date of your death, to receive the Death Benefit described below in a lump sum.

b. The new Owner may elect, within 180 days of the date of your death, to receive an amount equal to the Death Benefit paid out under one of the Income Plans described in the Payout Phase section. The Payout Start Date must be within one year of your date of death. Income Payments must be payable:

i. over the life of the new Owner; or

ii. for a guaranteed number of payments from 5 to 50 years but not to exceed the life expectancy of the new Owner; or

iii. over the life of the new Owner with a guaranteed number of payments from 5 to 50 years but not to exceed the life expectancy of the new Owner.

c. The new Owner may elect to receive the Settlement Value payable in a lump sum within 5 years of your date of death.

3. If the new Owner is a corporation or other non-living person:

a. The non-living new Owner may elect, within 180 days of your death, to receive the Death Benefit in a lump sum.

b. The non-living new Owner may elect to receive the Settlement Value payable in a lump sum within 5 years of your date of death.

If any new Owner is a non-living person, all new Owners will be considered to be non-living persons for the above purposes.

If the new Owner does not make one of the above described elections, the Settlement Value must be withdrawn by the new Owner on or before the mandatory distribution date 5 years after your date of death. Under any of these options, all ownership rights subject to any restrictions previously placed upon the Beneficiary, are available to the new Owner from the date of your death to the date on which the Death Benefit or Settlement Value is paid. We reserve the right to extend, on a non-discriminatory basis, the period of time in which we will use the Death Benefit rather than the Settlement Value to determine the payment amount. The death benefit will be at least as high as the Settlement Value. This right applies only to the amount payable as death benefit proceeds and in no way restricts when a claim may be filed.

Death of Annuitant If the Annuitant who is not also the Owner dies prior to the Payout Start Date, the Owner must elect an applicable option listed below.

1. If the Owner is a living person, then the Contract will continue with a new Annuitant as described in the Annuitant provision above.

2. If the Owner is a non-living Person:

a. The Owner may elect, within 180 days of the Annuitant's date of death, to receive the Death Benefit in a lump sum; or

b. The Owner may elect to receive the Settlement Value payable in a lump sum within 5 years of the Annuitant's date of death.

If the non-living Owner does not make one of the above described elections, the Settlement Value must be withdrawn on or before the mandatory distribution date 5 years after the Annuitant's death.

Under any of these options, all ownership rights are available to the non-living Owner from the date of the Annuitant's death to the date on which the Death Benefit or Settlement Value is paid. We reserve the right to extend, on a non-discriminatory basis, the period of time in which we will use the Death Benefit rather than the Settlement Value to determine the payment amount. The death benefit will be at least as high as the Settlement Value. This right applies only to the amount payable as death benefit proceeds and in no way restricts when a claim may be filed.

Death Benefit Prior to the Payout Start Date, the Death Benefit is equal to the greatest of:

the sum of all purchase payments reduced by an adjustment for any withdrawals, as defined below; or

the Contract Value as of the date we determine the Death Benefit; or

the Settlement Value as of date we determine the Death Benefit; or

the greatest of the Contract Values on the current or any previous Death Benefit Anniversary prior to the date we determine the Death Benefit, increased by any purchase payments made since that Death Benefit Anniversary and reduced by an adjustment for any withdrawals, as defined below, made since that Death Benefit Anniversary.

Death Benefit Anniversaries occur every 7th Contract anniversary until the oldest Owner's 80th birthday, or the Annuitant's 80th birthday if the Owner is not a living person. For example, the 7th, 14th and 21st Contract anniversaries are the first three Death Benefit Anniversaries. The Contract anniversary immediately following the oldest Owner's 80th birthday, or the Annuitant's 80th birthday if the Owner is not a living person, will also be a Death Benefit Anniversary and is the final Death Benefit Anniversary.

The withdrawal adjustment is equal to (a) divided by (b) and the result multiplied by (c) where:

(a) is the withdrawal amount.

(b) is the Contract Value immediately prior to the withdrawal.

(c) is the Contract Value on the Death Benefit Anniversary adjusted by any prior purchase payments or withdrawals made since that Death Benefit Anniversary, or the sum of all purchase payments adjusted for any prior withdrawals, as applicable.

We will determine the value of the death benefit as of the end of the Valuation Period during which we receive a complete request for settlement of the death benefit. A complete request includes due proof of death.

Settlement Value The Settlement Value is the same amount that would be paid in the event of withdrawal of the Contract Value. We will calculate the Settlement Value at the end of the Valuation Period coinciding with the requested distribution date for payment or on the mandatory distribution date of 5 years after the date of death.

PAYOUT PHASE

Payout Phase Defined The "Payout Phase" is the second of the two phases during your Contract. During this phase the Contract Value adjusted by any Market Value Adjustment and less any applicable taxes is applied to the Income Plan you choose and is paid out as provided in that plan.

The Payout Phase begins on the Payout Start Date. It continues until we make the last payment as provided by the Income Plan chosen.

Payout Start Date The "Payout Start Date" is the date the Contract Value adjusted by any Market Value Adjustment and less any applicable taxes is applied to an Income Plan. The anticipated Payout Start Date is shown on the Annuity Data Page. You may change the Payout Start Date by writing to us at least 30 days prior to this date.

The Payout Start Date must be at least 30 days after the Issue Date, and occur on or before the later of:

the Annuitant's 90th birthday; or

the 10th anniversary of this Contract's issue date.

Income Plans An "Income Plan" is a series of payments on a scheduled basis to you or to another person designated by you. The Contract Value on the Payout Start Date adjusted by any Market Value Adjustment and less any applicable taxes, will be applied to your Income Plan choice from the following list. You may choose more than one Income Plan. If you choose more than one Income Plan, you must specify what proportions of your Contract Value (adjusted by any Market Value Adjustment and less any applicable taxes) should be allocated to each Income Plan.

1. **Life Income with Guaranteed Payments** We will make payments for as long as the Annuitant lives. If the Annuitant dies before the selected number of guaranteed payments have been made, we will continue to pay the remainder of the guaranteed payments. If the Annuitant is age 90 or older, a minimum of 60 months of guaranteed payments applies.

2. **Joint and Survivor Life Income with Guaranteed Payments** We will make payments for as long as either the Annuitant or joint Annuitant, named at the time of Income Plan selection, lives. If both the Annuitant and the joint Annuitant die before the selected number of guaranteed payments have been made, we will continue to pay the remainder of the guaranteed payments. If the Annuitant is age 90 or older, a minimum of 60 months of guaranteed payments applies.

3. **Guaranteed Number of Payments** We will make payments for a specified number of months beginning on the Payout Start Date. These payments do not depend on the Annuitant's life. The minimum number of months guaranteed is 60 (120 if the Payout Start Date occurs prior to the third anniversary of the Contract issue date). The maximum number of months guaranteed is 360 or the number of months between the Payout Start Date and the date that the

Annuitant reaches age 100, if greater. In no event may the number of months guaranteed exceed 600 months. Income Plan 3 offers a withdrawal option as defined under Payout Withdrawal. Income Payments under Income Plan 3 are subject to the following:

9 You may request to modify the length of the payment period and the frequency of payments. You may make this change once each 365-day period. We reserve the right to limit the availability of such changes or to change the frequency of allowable changes without prior notice. If you elect to change the length of the payment period, the new payment period must be within the original maximum and minimum period you would have been permitted to select on your original Payout Start Date.

9 If you change the length of your payment period, we will compute the present value of your remaining payments, using the same assumptions we would use if you were terminating the guaranteed payment plan, as described under Payout Withdrawal. We will adjust the remaining guaranteed payments to equal what the computed present value would support based on those same assumptions and based on the revised guarantee period.

9 Changes to either the frequency of payments or length of a guaranteed payment plan will result in a change to the payment amount and may change the amount of each payment that is taxable to you.

9 Any change in the frequency of payments takes effect on the next payment date.

We reserve the right to make other Income Plans available .

Income Payments Income payment amounts may vary based on any Sub-account of the Variable Account and/or may be fixed for the duration of the Income Plan. On the Payout Start Date, you may choose the portion of the Contract Value to be applied to Variable Amount Income Payments and the portion to be applied to Fixed Amount Income Payments. If you do not choose how the Contract Value is to be applied, then the portion of the Contract Value in the Variable Account on the Payout Start Date will be applied to Variable Amount Income Payments and the remainder will be applied to Fixed Amount Income Payments. The method of calculating the initial payment is different for Variable Amount Income Payments and Fixed Amount Income Payments.

Variable Amount Income Payments The initial Variable Amount Income Payment is determined by applying the applicable portion of the Contract Value on the Payout Start Date, as described in the Income Payment Provision above, adjusted by any Market Value Adjustment and less any applicable premium tax, to the appropriate value for the selected Income Plan. The Income Plan value will be based on the Annuity 2000 Mortality Table and the Assumed Investment Rate. Subsequent income payments will vary depending on changes in the Annuity Unit Values for the Sub-accounts upon which the income payments are based. See the Income Payment Tables section for income payments for selected ages and income plans based on a 3% Assumed Investment Rate.

The portion of the initial income payment based upon a particular Variable Sub-account is determined by applying the chosen portion of the Contract Value for that Sub-account, adjusted by any Market Value Adjustment and less any applicable premium tax, to the appropriate Income Plan value described above. This portion of the initial income payment is divided by the Annuity Unit Value on the Payout Start Date for that Variable Sub-account to determine the number of Annuity Units from that Sub-account which will be used to determine subsequent income payments. Unless Annuity Transfers are made between Sub-accounts, each subsequent income payment from that Sub-account will be that number of Annuity Units times the Annuity Unit Value for the Sub-account for the Valuation Date on which the income payment is made.

Annuity Unit Value The Annuity Unit Value for each Sub-account of the Variable Account at the end of the Valuation Period coinciding with the Payout Start Date is the number used to determine the number of Annuity Units.

Annuity Unit Values at the end of subsequent Valuation Periods are calculated by:

multiplying the Annuity Unit Value at the end of the immediately preceding Valuation Period by the Sub-account's Net Investment Factor during the period; and then

dividing the result by 1.000 plus the Assumed Investment Rate for the period.

Assumed Investment Rate The Assumed Investment Rate is an effective annual rate of 3%. We reserve the right to offer other Assumed Investment Rates. The Assumed Investment Rate may not be changed after an Income Plan has been selected.

Fixed Amount Income Payments The Fixed Amount Income Payment is calculated by applying the portion of the applicable Contract Value on the Payout Start Date, as described in the Income Payment provision above, adjusted by any Market Value Adjustment and less any applicable premium tax, to the greater of the appropriate value from the Income Payment Table selected or such other value as we are offering at that time. Fixed Amount Income Payments are fixed for the duration of the Income Plan.

Annuity Transfers After the Payout Start Date, you may transfer among the variable Sub-accounts. You may make up to 12 transfers per Contract year. No transfers may be made from the Fixed Amount Income Payment. Transfers from the Variable Amount Income Payment to the Fixed Amount Income Payment may be made only if Income Plan 3 has been chosen.

Payout Withdrawal You may terminate all or a portion of the income payments being made under Income Plan 3 at any time and withdraw their value by writing to us. For Variable Amount Income Payments, this value is equal to the present value of the Variable Amount Income Payments being terminated, calculated using a discount rate equal to the Assumed Investment Rate that was used in determining the initial variable payment. For Fixed Amount Income Payments, this value is equal to the present value of the Fixed Amount Income Payments being terminated, calculated using a discount rate equal to the Applicable Current Interest Rate. The Applicable Current Interest Rate is the rate we are using on the date we receive your payout withdrawal request to determine income payments for a new annuitization with a payment period equal to the remaining payment period of the income payments being terminated.

A Payout Withdrawal must be at least \$50. If any Payout Withdrawal reduces the value of the remaining income payments to an amount not sufficient to provide an initial payment of at least \$20, we reserve the right to terminate the Contract and pay you the Value of the remaining income payments in a lump sum. If you withdraw the entire value of the remaining income payments, the Contract will terminate.

You must specify the Investment Alternative(s) from which you wish to make Payout Withdrawal. If you withdraw a portion of the value of your remaining income payments, the payment period will remain unchanged and your remaining payment amounts will be reduced proportionately.

Payout Terms and Conditions The income payments are subject to the following terms and conditions:

If the Contract Value is less than \$2,000, or not enough to provide an initial payment of at least \$20, we reserve the right to:

9 change the payment frequency to make the payment at least \$20; or

9 terminate the Contract and pay you the Contract Value adjusted by any Market Value Adjustment and less any applicable taxes in a lump sum.

If we do not receive a written choice of an Income Plan from you at least 30 days before the Payout Start Date, the Income Plan will be life income with guaranteed payments for 120 months.

If you choose an Income Plan which depends on any person's life, we may require:

9 proof of age and sex before income payments begin; and

9 proof that the Annuitant or joint Annuitant is still alive before we make each payment.

After the Payout Start Date, a new Income Plan may not be selected nor may amounts be reallocated to a different Income Plan.

After the Payout Start Date, withdrawals cannot be made unless income payments are being made under Income Plan 3.

If any Owner dies during the Payout Phase, the remaining income payments will be paid to the successor Owner as scheduled.

INCOME PAYMENT TABLES

The initial income payment will be at least the amount based on the adjusted age of the Annuitant(s) and the tables below, less any federal income taxes which are withheld. The adjusted age is the actual age of the Annuitant(s) on the Payout Start Date reduced by one year for each six full years between January 1, 2000 and the Payout Start Date. Income payments for ages and guaranteed payment periods not shown below will be determined on a basis consistent with that used to determine those that are shown. The Income Payment Tables shown are based on 3.0% interest and the Annuity 2000 Mortality Tables.

Income Plan 1 - Life Income with Guaranteed Payments for 120 Months

Monthly Income Payment for each \$1,000 Applied to this Income Plan

Annuitant's Annuitant's Annuitant's
Adjusted Male Female Adjusted Male Female Adjusted Male Female
Age Age Age

35	\$3.34	\$3.22	49	\$3.99	\$3.76	63	\$5.23	\$4.84
36	3.38	3.24	50	4.05	3.81	64	5.35	4.95
37	3.41	3.27	51	4.11	3.87	65	5.49	5.07
38	3.45	3.30	52	4.18	3.93	66	5.62	5.20
39	3.49	3.34	53	4.26	3.99	67	5.77	5.33
40	3.53	3.37	54	4.33	4.06	68	5.92	5.47
41	3.57	3.41	55	4.41	4.13	69	6.07	5.62
42	3.62	3.44	56	4.50	4.20	70	6.23	
43	3.66	3.48	57	4.58	4.28	71	5.78	
44	3.71	3.52	58	4.68	4.36	72	6.39	5.94
45	3.76	3.57	59	4.78	4.45	73	6.56	6.11
46	3.81	3.61	60	4.88	4.54	74	6.73	6.29
47	3.87	3.66	61	4.99	4.63	75	6.90	6.48
48	3.93	3.71	62	5.11	4.73	7.08	6.67	

Income Plan 2 - Joint and Survivor Life Income with Guaranteed Payments for 120 Months

Monthly Income Payment for each \$1,000 Applied to this Income Plan

Female Annuitant's Adjusted Age

Male
Annuitant's 35 40 45 50 55 60 65 70 75
Adjusted
Age

35	\$3.06	\$3.12	\$3.17	\$3.22	\$3.26	\$3.28	\$3.31	\$3.32	\$3.33
40	3.10	3.18	3.26	3.32	3.38	3.43	3.46	3.49	3.51
45	3.13	3.23	3.33	3.43	3.52	3.59	3.65	3.69	3.72
50	3.16	3.27	3.40	3.53	3.65	3.76	3.86	3.93	3.98
55	3.18	3.30	3.45	3.61	3.77	3.94	4.08	4.20	4.29
60	3.19	3.33	3.49	3.68	3.88	4.31	4.51	4.66	
65	3.20	3.34	3.52	3.73	3.97	4.10	4.54	4.83	5.08
70	3.21	3.35	3.54	3.76	4.03	4.24	4.73	5.13	5.52
75	3.21	3.36	3.55	3.78	4.07	4.36	4.87	5.38	5.92
4.44									

Income Plan 3 - Guaranteed Number of Payments

Monthly Income Payment for each

10 Years	\$9.61
11 Years	8.86
12 Years	8.24
13 Years	7.71
14 Years	7.26
15 Years	6.87
16 Years	6.53
17 Years	6.23
18 Years	5.96
19 Years	5.73
20 Years	5.51

GENERAL PROVISIONS

The Entire Contract The entire contract consists of this Contract, any written applications, and any Contract endorsements and riders.

All statements made in written applications are representations and not warranties. No statement will be used by us in defense of a claim or to void the Contract unless it is included in a written application. If your Contract is voided, you will receive any purchase payments allocated to the Variable Account, adjusted to reflect investment gain or loss from the date of allocation to the date the Contract is voided, plus any purchase payments allocated to the Fixed Account Options, less any withdrawals.

Only our officers may change the Contract or waive a right or requirement. No other individual may do this.

We may not modify this Contract without your signed consent, except to make it comply with any changes in the Internal Revenue Code or as required by any other applicable law.

Incontestability We will not contest the validity of this Contract after the issue date.

Misstatement of Age or Sex If any age or sex has been misstated, we will pay the amounts which would have been paid at the correct age and sex.

If we find the misstatement of age or sex after the income payments begin, we will:

pay all amounts underpaid including interest calculated at an effective annual rate of 6%; or

stop payments until the total income payments made are equal to the total amounts that would have been made if the correct age and sex had been used.

Annual Statement At least once a year, prior to the Payout Start Date, we will send you a statement containing Contract Value information. We will provide you with Contract Value information at any time upon request. The information presented will comply with any applicable law.

Settlements We may require that this Contract be returned to us prior to any settlement. We must receive due proof of death of the Owner or Annuitant prior to settlement of a death claim.

Any full withdrawal or death benefit under this Contract will not be less than the minimum benefits required by any statute of the state in which the Contract is delivered.

Deferment of Payments We will pay any amounts due from the Variable Account under this Contract within seven days, unless:

the New York Stock Exchange is closed for other than usual weekends or holidays, or trading on such Exchange is restricted;

an emergency exists as defined by the Securities and Exchange Commission;

or

the Securities and Exchange Commission permits delay for the protection of Contract holders.

We reserve the right to postpone payments or transfers from the Fixed Account Options for up to six months. If we elect to postpone payments or transfers from the Fixed Account Options for 30 days or more, we will pay interest as required by applicable law. Any interest would be payable from the date the payment or transfer request is received by us to the date the payment or transfer is made.

Variable Account Modifications We reserve the right, subject to applicable law, to make additions to, deletions from, or substitutions for the mutual fund portfolio shares underlying the Sub-accounts of the Variable Account. We will not substitute any shares attributable to your interest in a Sub-account of the Variable Account without notice to you and prior approval of the Securities and Exchange Commission, to the extent required by the Investment Company Act of 1940, as amended.

We reserve the right to establish additional Sub-accounts of the Variable Account, each of which would invest in shares of another mutual fund. You may then instruct us to allocate purchase payments or transfers to such Sub-accounts, subject to any terms set by us or the mutual fund. We reserve the right to limit the availability of funds for this Contract.

In the event of any such substitution or change, we may by endorsement, make such changes as may be necessary or appropriate to reflect such substitution or change.

If we deem it to be in the best interests of persons having voting rights under the Contracts, the Variable Account may be operated as a management company under the Investment Company Act of 1940, as amended, or it may be deregistered under such Act in the event such registration is no longer required.

APPLICATION FOR AIM VARIABLE ANNUITIES

Issued by: Glenbrook Life and Annuity Company - PO Box 94039 - Palatine, IL 60094-4039 - Telephone 800-776-6978 FAX 847-402-9543 Mail check (payable to) and application to: Glenbrook Life and Annuity Company - PO Box 94039 - Palatine, IL 60094-4039
Send overnight mail to: Glenbrook Life and Annuity Company - 300 N. Milwaukee Avenue - Vernon Hills, IL 60061-1533

1. Owner(s)

Name _____ // M // F Birthdate ___/___/___ Address _____
Street City State Zip Soc. Sec. No. _____ Phone No. _____ Name _____ // M // F
Birthdate ___/___/___ Address _____ Street City State Zip Soc. Sec.
No. _____ Phone No. _____

2. Annuitant Leave blank if Annuitant is same as sole Owner

Name _____ // M // F Birthdate ___/___/___ Address _____
Street City State Zip Soc. Sec. No. _____ Relationship to Owner _____

3. Beneficiary(ies)

Name _____ Relationship to Owner _____ % _____ Soc. Sec. No. _____
Name _____ Relationship to Owner _____ % _____ Soc. Sec. No. _____

4. Purchase Payment

Initial Purchase Payment \$ _____

5. Plan Options

Choose one product below:

- // VA3 Standard Option
- // VA3 Short Surrender Option
- // VA3 No Surrender Option

Choose option(s): // Base Contract; No Rider or select any combination of the following:

- // Enhanced Death Benefit Rider
- // Income Benefit Rider
- // Enhanced Earnings Death Benefit Rider

Check here for Contribution Strategy: // Contribution Strategy (choose one: ___ 3 yr ___ 5 yr ___ 7 yr ___ 10 yr)

Allocate the remainder of any variable funds by %. Guarantee period options may vary by state. Allow a portion of investment to be placed in a fixed account, which grows back to the principal, assuming no withdrawals are taken.

Please allocate the initial purchase payment in whole % to the Investment Alternatives specified below:

AIM V.I. Funds

- // Aggressive Growth ___ % // Global Utilities ___ %
- // Balanced ___ % // Government Securities ___ %
- // Basic Value ___ % // Growth ___ %
- // Blue Chip ___ % // Growth & Income ___ %
- // Capital Appreciation ___ % // High Yield ___ %
- // Capital Development ___ % // International Equity ___ %
- // Dent Demographic Trends ___ % // Mid Cap Equity ___ %
- // Diversified Income ___ % // Money Market ___ %
- // New Technology ___ %
- // Value ___ %
- // _____ ___ %
- // _____ ___ %
- // _____ ___ %
- // _____ ___ %
- // _____ ___ %

Fixed Account (see state availability*)

- // 1-Year Guarantee Period ___
- // 3-Year Guarantee Period ___
- // 5-Year Guarantee Period ___
- // 7-Year Guarantee Period ___

// 10-Year Guarantee Period ____
// DCA Options ____
(Please allocate DCA below.)
Total 100%

*In GA, MD, OR, PR, TX, WA only the 1-year guarantee period is available with the VA3 Short Surrender and VA3 No Surrender Product Options; and only the 1-year, 3-year and 7-year guaranteed periods are available with the VA3 Standard Option.

Dollar-Cost Averaging (DCA) Options (Not available in all states.)

// 6-month DCA Option. Money will be transferred in equal monthly installments for ____ (1-6) months.
// 12-month DCA Option. Money will be transferred in equal monthly installments for ____ (7-12) months.

Please allocate the DCA Option amount to the Investment Alternatives specified below:

AIM V.I. Funds

// Aggressive Growth ____% // Global Utilities ____%
// Balanced ____% // Government Securities ____%
// Basic Value ____% // Growth ____%
// Blue Chip ____% // Growth & Income ____%
// Capital Appreciation ____% // High Yield ____%
// Capital Development ____% // International Equity ____%
// Dent Demographic Trends ____% // Mid Cap Equity ____%
// Diversified Income ____% // Money Market ____%
// New Technology ____%
// Value ____%
// _____ %
// _____ %
// _____ %
// _____ %
// _____ %
TOTAL 100%

6. Tax Qualified Plan

// Yes // No (If Yes, Complete the following.) // Custodial IRA // Roth IRA // IRA Rollover // IRA/Year of Contribution _____ // IRA Transfer // Other

7. Optional Programs

Please complete the appropriate authorization form for the program selected below.

// Automatic Additiona Program // Direct Deposit // Systematic Withdrawal Program // Automatic Portfolio Rebalancing Program // Dollar Cost Averaging Program* // Interest Averaging

*A separate form for DCA allocation is not needed if the DCA Options section on this form is completed.

The following states require insurance applicants to acknowledge a fraud warning statement. Please refer to the fraud warning statement for your state.

For AR, KY, ME, NM, OH and PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties. For AZ: Upon you written request we will provide you within a reasonable period of time, reasonable, factual information regarding the benefits and provisions of the annuity contract for which you are applying. If for any reason you are not satisfied with the contract, you may return the contract within ten days after you receive it. If the contract you are applying for is a variable annuity, you will receive an amount equal to the sum of (i) the difference between the premiums paid and the amounts allocated to any account under the contract and (ii) the Contract Value on the date the returned contract is received by our company or our agent. For CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies. For D.C.:

Warning: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fine. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant. For FL: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree. For GA: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim, or an application containing any false, incomplete or misleading information may be guilty of a felony of the third degree. For LA: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. For NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

8. Replacement Information

Do you have an existing annuity or life insurance contract? // Yes // No Will this annuity replace or change any existing annuity or life insurance? // Yes // No (If Yes, please complete the following.)

Company _____ Policy No. _____ Cost Basis Amount _____ Policy Date _____

9. Signature(s)

I understand that if Glenbrook Life and Annuity Company ("Glenbrook") declines this application, Glenbrook will have no liability except to return the purchase payments. I understand that any distribution from the Fixed Account prior to the end of a Guarantee Period may be subject to a Market Value Adjustment which may be negative or positive. I understand that annuity values and income payments based on the investment experience of the Investment Alternatives underlying the separate account are variable and are not guaranteed as to dollar amount. ANY benefits, values or payments based on performance of the segregated accounts may vary and are NOT guaranteed by our company or any other insurance company; are NOT guaranteed by the U.S. government or any state government; and are NOT federally insured by the FDIC, the Federal Reserve Board or any other federal or state agency. The owner bears all risk for amounts allocated to the variable portfolios. I have received the current prospectus for this variable annuity.

Signed at _____ Date __/__/__ City State _____
Owner(s) _____ Fax Number _____ E-mail _____
Address _____

10. Agent Use Only

To the best of my knowledge, the insured has an existing annuity or life insurance contract. // Yes // No
Will the annuity applied for replace or change any existing annuity or life insurance? // Yes // No

Agent Name (Please Print) _____ Phone No. _____ Agent Signature _____ Soc. _____
Sec. No. _____ Agent GA No. (Joint Business _____ FL License No. _____ Fax Number _____
_____ E-mail Address _____ Client's B/D Acct. No. _____ B/D Name _____
_____ Designation: // A - Applies to all products.

// B - Applies to VA3 Standard Option only.

Note: Please be advised that a firm designation may override an individual agent designation. If no designation is given, "A" will be the designation.

GLMR163 10/01

(herein called "We" or "Us")

Amendatory Endorsement

As used in this endorsement, "Contract" means the Contract or Certificate to which this endorsement is attached.

We have issued this endorsement as part of the Contract to which it is attached.

The following changes are made to your contract.

1. The Company name is deleted and replaced with:

Allstate Life Insurance Company

2. Home office address is deleted and replaced with:

3100 Sanders Road, Northbrook, IL 60062

3. The Variable Account (Separate Account) is deleted and replaced with:

Allstate Financial Advisors Separate Account I

Except as amended in this endorsement, the Contract remains unchanged.

[GRAPHIC OMITTED][GRAPHIC OMITTED] [GRAPHIC OMITTED][GRAPHIC OMITTED]

Exhibit 5

**ALLSTATE LIFE INSURANCE COMPANY
LAW AND REGULATION DEPARTMENT**

2775 Sanders Road, Suite A2E
Northbrook, Illinois 60062
Direct Dial Number (847) 402-9365

Angela K. Fontana
Director, Vice President,
General Counsel and Secretary

November 3, 2017

TO: ALLSTATE LIFE INSURANCE COMPANY
NORTHBROOK, ILLINOIS 60062

FROM: ANGELA K. FONTANA
DIRECTOR, VICE PRESIDENT, GENERAL COUNSEL AND SECRETARY

RE: FORM S-3 REGISTRATION STATEMENT
UNDER THE SECURITIES ACT OF 1933
FILE NO. 333-220837

With reference to the Registration Statement on Form S-3 filed by Allstate Life Insurance Company (the "Company") with the Securities and Exchange Commission covering the Flexible Premium Deferred Variable Annuity Contracts, known as Allstate Provider Variable Annuity Series and the AIM Lifetime America Variable Annuity Series (the "Contracts"), I have examined such documents and such law as I have considered necessary and appropriate, and on the basis of such examination, it is my opinion that:

1. The Company is duly organized and existing under the laws of the State of Illinois and has been duly authorized to do business by the Director of Insurance of the State of Illinois.
2. The securities registered by the above Registration Statement when issued will be valid, legal and binding obligations of the Company.

I hereby consent to the filing of this opinion as an exhibit to the above referenced Registration Statement.

Sincerely,

/s/ Angela K. Fontana

Director, Vice President,
General Counsel and Secretary

Exhibit 15

Allstate Life Insurance Company
3075 Sanders Road
Northbrook, IL 60062-6127

We have reviewed, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the unaudited interim financial information of Allstate Life Insurance Company and subsidiaries for the three-month periods ended March 31, 2017 and 2016, and have issued our report dated May 4, 2017, for the three-month and six-month periods ended June 30, 2017 and 2016, and have issued our report dated August 3, 2017, and for the three-month and nine-month periods ended September 30, 2017 and have issued our report dated November 2, 2017. As indicated in such reports, because we did not perform an audit, we expressed no opinion on that information.

We are aware that our reports referred to above, which were included in your Quarterly Reports on Form 10-Q for the quarters ended March 31, 2017, June 30, 2017 and September 30, 2017, are incorporated by reference in these Registration Statements.

We also are aware that the aforementioned reports, pursuant to Rule 436(c) under the Securities Act of 1933, are not considered a part of these Registration Statements prepared or certified by an accountant or a report prepared or certified by an accountant within the meaning of Sections 7 and 11 of that Act.

/s/ Deloitte & Touche LLP

Chicago, Illinois
November 3, 2017

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-3 of our report dated February 24, 2017, relating to the consolidated financial statements and financial statement schedules of Allstate Life Insurance Company and subsidiaries, appearing in the Annual Report on Form 10-K of Allstate Life Insurance Company for the year ended December 31, 2016, and to the reference to us under the heading “Experts” in the Prospectus, which are incorporated by reference in this Registration Statement.

/s/ Deloitte & Touche LLP

Chicago, Illinois
November 3, 2017

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the person whose signature appears below does hereby make, constitute and appoint each of Angela K. Fontana and Matthew E. Winter, as his true and lawful attorney-in-fact and agent with all power and authority on his behalf to sign his name, in any and all capabilities, Form S-3 registration statements of Allstate Life Insurance Company pertaining to, but not limited to, The Allstate Advisor Variable Annuities - Allstate Advisor, Allstate Advisor Plus, Allstate Advisor Preferred; The Allstate Variable Annuities - Allstate Variable Annuity, Allstate Variable Annuity - L Share; The Allstate Advisor Variable Annuities - Advisor, Advisor Preferred; AIM Lifetime Plus II Variable Annuity; AIM Enhanced Choice Variable Annuity; The Allstate Provider Suite Variable Annuities; The Allstate Provider Variable Annuity Series - The Allstate Provider Advantage Variable Annuity, The Allstate Provider Ultra Variable Annuity, The Allstate Provider Extra Variable Annuity; AIM Lifetime America Variable Annuities Series - AIM Lifetime America Classic, AIM Lifetime America Regal, AIM Lifetime America Freedom; The STI Classic Variable Annuity; and AIM Lifetime Plus Variable Annuity.

This grant of authority extends to any and all amendments to such registration statements, and also grants such attorneys-in-fact full power to appoint a substitute or substitutes to act hereunder with the same power and authority as said agent and attorney-in-fact would have if personally acting.

The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 5th day of October, 2017.

/s/Brian R. Bohaty

Brian R. Bohaty
Director

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the person whose signature appears below does hereby make, constitute and appoint each of Angela K. Fontana and Matthew E. Winter, as his true and lawful attorney-in-fact and agent with all power and authority on his behalf to sign his name, in any and all capabilities, Form S-3 registration statements of Allstate Life Insurance Company pertaining to, but not limited to, The Allstate Advisor Variable Annuities - Allstate Advisor, Allstate Advisor Plus, Allstate Advisor Preferred; The Allstate Variable Annuities - Allstate Variable Annuity, Allstate Variable Annuity - L Share; The Allstate Advisor Variable Annuities - Advisor, Advisor Preferred; AIM Lifetime Plus II Variable Annuity; AIM Enhanced Choice Variable Annuity; The Allstate Provider Suite Variable Annuities; The Allstate Provider Variable Annuity Series - The Allstate Provider Advantage Variable Annuity, The Allstate Provider Ultra Variable Annuity, The Allstate Provider Extra Variable Annuity; AIM Lifetime America Variable Annuities Series - AIM Lifetime America Classic, AIM Lifetime America Regal, AIM Lifetime America Freedom; The STI Classic Variable Annuity; and AIM Lifetime Plus Variable Annuity.

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The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 5th day of October, 2017.

/s/John E. Dugenske

John E. Dugenske

Director, Executive Vice President
and Chief Investment Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the person whose signature appears below does hereby make, constitute and appoint each of Matthew E. Winter and Mario Imbarrato, as her true and lawful attorney-in-fact and agent with all power and authority on her behalf to sign her name, in any and all capabilities, Form S-3 registration statements of Allstate Life Insurance Company pertaining to, but not limited to, The Allstate Advisor Variable Annuities - Allstate Advisor, Allstate Advisor Plus, Allstate Advisor Preferred; The Allstate Variable Annuities - Allstate Variable Annuity, Allstate Variable Annuity - L Share; The Allstate Advisor Variable Annuities - Advisor, Advisor Preferred; AIM Lifetime Plus II Variable Annuity; AIM Enhanced Choice Variable Annuity; The Allstate Provider Suite Variable Annuities; The Allstate Provider Variable Annuity Series - The Allstate Provider Advantage Variable Annuity, The Allstate Provider Ultra Variable Annuity, The Allstate Provider Extra Variable Annuity; AIM Lifetime America Variable Annuities Series - AIM Lifetime America Classic, AIM Lifetime America Regal, AIM Lifetime America Freedom; The STI Classic Variable Annuity; and AIM Lifetime Plus Variable Annuity.

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The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 5th day of October, 2017.

/s/Angela K. Fontana

Angela K. Fontana
Director

POWER OF ATTORNEY

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The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 5th day of October, 2017.

/s/Mary Jane Fortin

Mary Jane Fortin
Director and President

POWER OF ATTORNEY

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The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 5th day of October, 2017.

/s/Mario Imbarrato

Mario Imbarrato

Director, Vice President

and Chief Financial Officer

POWER OF ATTORNEY

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The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 5th day of October, 2017.

/s/Katherine A. Mabe

Katherine A. Mabe
Director

POWER OF ATTORNEY

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The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 5th day of October, 2017.

/s/Harry R. Miller

Harry R. Miller

Director, Senior Vice President
and Chief Risk Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the person whose signature appears below does hereby make, constitute and appoint each of Angela K. Fontana and Matthew E. Winter, as her true and lawful attorney-in-fact and agent with all power and authority on her behalf to sign her name, in any and all capabilities, Form S-3 registration statements of Allstate Life Insurance Company pertaining to, but not limited to, The Allstate Advisor Variable Annuities - Allstate Advisor, Allstate Advisor Plus, Allstate Advisor Preferred; The Allstate Variable Annuities - Allstate Variable Annuity, Allstate Variable Annuity - L Share; The Allstate Advisor Variable Annuities - Advisor, Advisor Preferred; AIM Lifetime Plus II Variable Annuity; AIM Enhanced Choice Variable Annuity; The Allstate Provider Suite Variable Annuities; The Allstate Provider Variable Annuity Series - The Allstate Provider Advantage Variable Annuity, The Allstate Provider Ultra Variable Annuity, The Allstate Provider Extra Variable Annuity; AIM Lifetime America Variable Annuities Series - AIM Lifetime America Classic, AIM Lifetime America Regal, AIM Lifetime America Freedom; The STI Classic Variable Annuity; and AIM Lifetime Plus Variable Annuity.

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The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 5th day of October, 2017.

/s/Julie Parsons
Julie Parsons
Director

POWER OF ATTORNEY

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The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 5th day of October, 2017.

/s/Samuel H. Pilch

Samuel H. Pilch

Director, Senior Group Vice

President and Controller

POWER OF ATTORNEY

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The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 5th day of October, 2017.

/s/John Rugel

P. John Rugel

Director and Senior Vice President

POWER OF ATTORNEY

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The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 5th day of October, 2017.

/s/Steven E. Shebik

Steven E. Shebik

Director

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the person whose signature appears below does hereby make, constitute and appoint each of Angela K. Fontana and Matthew E. Winter, as his true and lawful attorney-in-fact and agent with all power and authority on his behalf to sign his name, in any and all capabilities, Form S-3 registration statements of Allstate Life Insurance Company pertaining to, but not limited to, The Allstate Advisor Variable Annuities - Allstate Advisor, Allstate Advisor Plus, Allstate Advisor Preferred; The Allstate Variable Annuities - Allstate Variable Annuity, Allstate Variable Annuity - L Share; The Allstate Advisor Variable Annuities - Advisor, Advisor Preferred; AIM Lifetime Plus II Variable Annuity; AIM Enhanced Choice Variable Annuity; The Allstate Provider Suite Variable Annuities; The Allstate Provider Variable Annuity Series - The Allstate Provider Advantage Variable Annuity, The Allstate Provider Ultra Variable Annuity, The Allstate Provider Extra Variable Annuity; AIM Lifetime America Variable Annuities Series - AIM Lifetime America Classic, AIM Lifetime America Regal, AIM Lifetime America Freedom; The STI Classic Variable Annuity; and AIM Lifetime Plus Variable Annuity.

This grant of authority extends to any and all amendments to such registration statements, and also grants such attorneys-in-fact full power to appoint a substitute or substitutes to act hereunder with the same power and authority as said agent and attorney-in-fact would have if personally acting.

The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 5th day of October, 2017.

/s/Brian Stricker

Brian Stricker

Director and Senior Vice President

POWER OF ATTORNEY

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The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 5th day of October, 2017.

/s/Thomas J. Wilson

Thomas J. Wilson

Director and Chairman of the Board

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the person whose signature appears below does hereby make, constitute and appoint each of Angela K. Fontana and Mario Imbarrato, as his true and lawful attorney-in-fact and agent with all power and authority on his behalf to sign his name, in any and all capabilities, Form S-3 registration statements of Allstate Life Insurance Company pertaining to, but not limited to, The Allstate Advisor Variable Annuities - Allstate Advisor, Allstate Advisor Plus, Allstate Advisor Preferred; The Allstate Variable Annuities - Allstate Variable Annuity, Allstate Variable Annuity - L Share; The Allstate Advisor Variable Annuities - Advisor, Advisor Preferred; AIM Lifetime Plus II Variable Annuity; AIM Enhanced Choice Variable Annuity; The Allstate Provider Suite Variable Annuities; The Allstate Provider Variable Annuity Series - The Allstate Provider Advantage Variable Annuity, The Allstate Provider Ultra Variable Annuity, The Allstate Provider Extra Variable Annuity; AIM Lifetime America Variable Annuities Series - AIM Lifetime America Classic, AIM Lifetime America Regal, AIM Lifetime America Freedom; The STI Classic Variable Annuity; and AIM Lifetime Plus Variable Annuity.

This grant of authority extends to any and all amendments to such registration statements, and also grants such attorneys-in-fact full power to appoint a substitute or substitutes to act hereunder with the same power and authority as said agent and attorney-in-fact would have if personally acting.

The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 5th day of October, 2017.

/s/Matthew E. Winter

Mathew E. Winter

Director and Chief Executive Officer

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement") is entered into this 9th day of August, 2004 by and between Glenbrook Life and Annuity Company ("GLAC"), an insurance company organized under the laws of Arizona (hereinafter sometimes referred to as the "Merging Corporation"), and Allstate Life Insurance Company ("ALIC"), an insurance company organized under the laws of Illinois (hereinafter sometimes referred to as the "Surviving Corporation"). The Merging Corporation and the Surviving Corporation are sometimes hereinafter severally and collectively referred to as the "Constituent Corporations."

WITNESSETH:

WHEREAS, GLAC was incorporated under the laws of the State of Indiana on August 25, 1965 and redomesticated to the State of Illinois on May 28, 1992, then redomesticated to the State of Arizona on December 28, 1998, and has an authorized capital stock of \$5,000,000, consisting of 10,000 shares of common stock having a par value of \$500 per share, 5,000 of which are issued and outstanding;

WHEREAS, ALIC was incorporated under the laws of the State of Illinois on March 6, 1957, and has an authorized capital stock of \$305,402,600, consisting of 23,800 shares of common stock having a par value of \$227 per share, all of which are issued and outstanding, and 3 million shares of non-voting preferred stock with a par value of \$100 per share of which 815,460 shares are outstanding as of August 31, 2003; and

WHEREAS, the respective Boards of Directors of each of the Constituent Corporations have determined that it is advisable and in the best interest of both of the Constituent Corporations and their stockholders that GLAC be merged into ALIC in accordance with the terms and conditions hereinafter set forth, pursuant to and in accordance with the laws of the States of Arizona and Illinois, which laws permit such mergers.

NOW, THEREFORE, in order to effect the transactions contemplated by this Agreement and Plan of Merger and in consideration of the premises and the mutual covenants and agreements herein contained, it is hereby agreed as follows:

ARTICLE I

1.1 Merger. In accordance with the applicable provisions of the laws of the States of Arizona and Illinois, and subject to the terms and conditions of this Agreement, GLAC shall be merged with and into ALIC (the "Merger") on the Effective Date (as defined in Section 3.2 below). The separate existence of GLAC shall cease and the existence of ALIC shall continue unaffected and unimpaired by the Merger with all rights, privileges, immunities and powers, and subject to all the duties and liabilities of a corporation organized under the insurance laws of the State of Illinois.

ARTICLE II

2.1 Articles of Incorporation. The Articles of Incorporation of ALIC, as in effect on the Effective Date and attached hereto as Annex A, shall from and after the Effective Date be and continue to be the Articles of Incorporation of the Surviving Corporation until changed or amended as provided by law.

2.2 By-Laws. The By-Laws of ALIC, as in effect on the Effective Date and attached hereto as Annex B, shall from and after the Effective Date be and continue to be the By-Laws of the Surviving Corporation until altered, amended or repealed as therein provided.

2.3 Board of Directors. The Board of Directors of ALIC in office on the Effective Date shall continue in office and shall constitute the directors of the Surviving Corporation for the term elected, until their respective successors shall be duly elected or appointed and qualified in accordance with the Articles of Incorporation and By-Laws of the Surviving Corporation.

2.4 Officers. The officers of ALIC in office on the Effective Date shall continue in office and shall constitute the officers of the Surviving Corporation for the term elected, until their successors are duly elected or appointed and qualified in accordance with the By-Laws of the Surviving Corporation.

2.5 First Annual Meeting of Shareholders. The first Annual Meeting of Shareholders of the Surviving Corporation to be held after the Effective Date shall be the Annual Meeting of Shareholders provided for in the By-Laws.

ARTICLE III

3.1 Shareholder and Insurance Regulatory Approvals. This Agreement shall be submitted to the shareholder of each Constituent Corporation for adoption and approval and to the Commissioner of Insurance of the State of Arizona and the Director of Insurance of the State of Illinois for approval.

3.2 Effective Date. The Merger shall become effective at 12:01 a.m. on January 1, 2005, provided that all required regulatory approvals have been received by that date. If all such approvals have not been received by that date, then the Merger shall occur on the date the last such regulatory approval is received but shall be effective as of 12:01 a.m. on January 1, 2005 (the "Effective Date").

ARTICLE IV

4.1 Common Stock. All of the common stock of GLAC issued and outstanding immediately prior to the Effective Date shall be cancelled on the Effective Date and all of the common and preferred stock of ALIC issued and outstanding immediately prior to the Effective Date shall remain unchanged and shall be the common and preferred stock of the Surviving Corporation after the Effective Date.

ARTICLE V

5.1 Rights and Privileges of the Surviving Corporation. After the Effective Date, the separate existence of GLAC shall cease and in accordance with the terms and conditions of this Agreement, the Surviving Corporation shall possess all rights, privileges, immunities, powers and franchises of a public as well as of a private nature, and shall be subject to all the restrictions, disabilities and duties of each Constituent Corporation; and all property, real, personal and mixed, including all patents, applications for patents, trademarks, trademark registrations and applications for registration of trademarks, together with the good-will of the business in connection with which said patents and marks are used, and all due on whatever account, including subscriptions to shares of capital stock, and all other choses in action and all and every other interest of or belonging to or due to each of the Constituent Corporations shall be deemed to be transferred to and vested in the Surviving Corporation without further act or deed, and the title to any real estate, or any interest therein, vested in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the merger.

5.2 Liabilities and Obligations of the Surviving Corporation. After the Effective Date, the separate existence of GLAC shall cease and in accordance with the terms and conditions of this Agreement, the Surviving Corporation shall be responsible and liable for all the liabilities and obligations of each of the

Constituent Corporations; and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted to judgment as if the Merger had not taken place, or the Surviving Corporation may be substituted in its place. Neither the rights of creditors nor any liens upon the property of either of the Constituent Corporations shall be impaired by the Merger, and all debts, liabilities and duties of each of said Constituent Corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it as if said debts, liabilities and duties had been incurred or contracted by it.

5.3 Execution and Delivery of Necessary Instruments. From time to time, as and when requested by the Surviving Corporation or by its successors or assigns, GLAC shall execute and deliver or cause to be delivered all such other instruments, and shall take or cause to be taken all such further or other actions, as the Surviving Corporation, or its successors or assigns, may deem necessary or desirable in order to vest and confirm to the Surviving Corporation and its successors and assigns, title to and possession of all the property, rights, privileges, powers and franchises referred to in this Article V and otherwise to carry out the intent and purpose of this Agreement. From time to time, as and when necessary, the Surviving Corporation shall execute and deliver or cause to be executed and delivered all such other instruments, and shall take or cause to be taken all such further or other actions, as are necessary or desirable in order to assume or otherwise comply with the outstanding debts, duties or other obligations of GLAC.

5.4 Assets, Liabilities and Reserves. The assets, liabilities and reserves of the Constituent Corporations, upon the Effective Date, shall be taken upon the books of the Surviving Corporation at the amounts at which they, respectively, shall then be carried on the books of the Constituent Corporations, subject to such adjustments or eliminations of intercompany items as may be appropriate in giving effect to the Merger.

5.5 Corporate Acts and Plans. All corporate acts, plans, policies, resolutions, approvals and authorizations of the shareholders, Board of Directors, committees elected or appointed by the Board of Directors, officers and agents of GLAC, which were valid and effective immediately prior to the Effective Date shall be taken for all purposes as the acts, plans, policies, resolutions, approvals, and authorizations of the Surviving Corporation and shall be effective and binding thereon as the same were with respect to GLAC.

ARTICLE VI

6.1 Termination and Abandonment. At any time prior to the filing or recording of this Agreement or a certificate in lieu thereof with the appropriate officials of Arizona or Illinois, notwithstanding the approval hereof by the shareholders of the Constituent Corporations, the Boards of Directors of the Constituent Corporations may cause the Merger and all transactions contemplated by this Agreement to be abandoned or delayed if such Boards determine that such abandonment or delay would be in the best interests of the Constituent Corporations and their shareholders. In the event of termination or abandonment of this Agreement and the Merger pursuant to the foregoing provision of this Article VI, this Agreement shall become void and have no effect, without any liability on the part of either of the Constituent Corporations or its shareholders or directors and officers in respect thereof.

ARTICLE VII

7.1 Execution in Counterparts. For the convenience of the parties hereto and to facilitate the filing and recording of this Agreement, this Agreement may be executed in one or more counterparts, each of which will be deemed to be an original instrument but all of which taken together shall constitute one and the same document.

7.2 Amendments, Supplements, etc. At any time before or after approval and adoption by the respective shareholders of the Constituent Corporations but prior to the Effective Date, this Agreement may be amended in matters of form or substance, or supplemented by additional agreements, articles, or certificates, to the extent permitted by the laws of the States of Arizona and Illinois, as may be determined in the judgment of the Boards of Directors of the Constituent Corporations to be necessary, desirable or expedient to clarify the intention of the parties hereto or effect or facilitate the filing, recording or official approval of this Agreement and the consummation hereof and the Merger provided for herein, in accordance with the purpose and intent of this Agreement.

IN WITNESS WHEREOF, this Agreement and Plan of Merger having been authorized, adopted and approved by resolutions duly adopted by the respective Boards of Directors of the Constituent Corporations at meetings duly called and held, and having been approved by the consent of the sole shareholder of each Constituent Corporation, each of the Constituent Corporations has caused this Agreement and Plan of Merger to be signed by its President and Secretary under the corporate seals of the respective Constituent Corporations.

(Corporate Seal) Glenbrook Life and Annuity Company
(Merging Corporation)
ATTEST:

By: _____
Michael J. Velotta Casey J. Sylla
Vice President, General Counsel President and Chief Executive Officer
and Secretary

(Corporate Seal) Allstate Life Insurance Company
(Surviving Corporation)
ATTEST:

By: _____
Michael J. Velotta Casey J. Sylla
Senior Vice President, General Chairman of the Board and President
Counsel and Secretary

ARTICLES OF MERGER OF GLENBROOK LIFE AND ANNUITY COMPANY INTO ALLSTATE LIFE INSURANCE COMPANY

Pursuant to ss. 10-1105 of the Arizona general corporation laws, the undersigned affiliated corporations submit these Articles of Merger to effect the merger by and between Glenbrook Life and Annuity Company, an Arizona insurance company, and Allstate Life Insurance Company, an Illinois insurance company in accordance with the provisions of ss. 10-1103 and 10-1107 of the Arizona general corporation laws.

ARTICLE I

The Articles of Incorporation of Allstate Life Insurance Company shall be the Articles of Incorporation of the surviving corporation without amendment thereto. Allstate Life Insurance Company shall be the surviving corporation. The offices of Allstate Life Insurance Company are located at:

ARTICLE II

The Agreement and Plan of Merger is attached hereto as Exhibit A. The Agreement and Plan of Merger has been approved by Allstate Life Insurance Company and Glenbrook Life and Annuity Company and was duly authorized by all action required by the laws under which they were incorporated and by their respective Articles of Incorporation and Bylaws.

ARTICLE III

The authorized capital stock of Glenbrook Life and Annuity Company consists of 10,000 shares of common stock, with 5,000 shares issued and outstanding at \$500 par value. All of the issued and outstanding capital stock of Glenbrook Life and Annuity Company is held by Allstate Life Insurance Company. The outstanding capital stock of Allstate Life Insurance Company consists of 23,800 shares of common stock, \$227 par value. All of the outstanding capital stock of Allstate Life Insurance Company is held by Allstate Insurance Company. All 5,000 shares of the common stock of Glenbrook Life and Annuity Company voted in favor, and no shares voted against, the Agreement and Plan of Merger. All 23,800 shares of the common stock of Allstate Life Insurance Company voted in favor, and no shares voted against, the Agreement and Plan of Merger.

ARTICLE IV

The Agreement and Plan of Merger was approved by the Board of Directors and the Shareholders of both Glenbrook Life and Annuity Company and Allstate Life Insurance Company as prescribed by Arizona's general corporation laws and the laws of the State of Illinois.

ARTICLE V

The name and address of the statutory agent for Allstate Life Insurance Company, the surviving corporation is:

Arizona Department of Insurance 2910 N. 44th Street, Suite 210 Phoenix, Arizona 85018

ARTICLE VI

The effective date of the merger is January 1, 2005.

IN WITNESS WHEREOF, Glenbrook Life and Annuity Company and Allstate Life Insurance Company have executed these Articles of Merger as of 9th day of August, 2004.

GLENBROOK LIFE AND ANNUITY ALLSTATE LIFE INSURANCE
COMPANY COMPANY

By: _____ By: _____

Its: _____ Its: _____

Exhibit 99(b)**EXPERTS**

The financial statements, and the related financial statement schedules of Allstate Life Insurance Company, incorporated in this Prospectus by reference from the Allstate Life Insurance Company's Annual Report on Form 10-K have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report which is incorporated herein by reference. Such financial statements and financial statement schedules have been so incorporated in reliance upon the report of such firm given upon their authority as experts in accounting and auditing.

With respect to the unaudited interim financial information for the periods ended March 31, 2017 and 2016, June 30, 2017 and 2016 and September 30, 2017 and 2016 which is incorporated herein by reference, Deloitte & Touche LLP, an independent registered public accounting firm, have applied limited procedures in accordance with the standards of the Public Company Accounting Oversight Board (United States) for a review of such information. However, as stated in their reports included in Allstate Life Insurance Company's Quarterly Reports on Form 10-Q for the quarters ended March 31, 2017, June 30, 2017 and September 30, 2017 and incorporated by reference herein, they did not audit and they do not express an opinion on that interim financial information. Accordingly, the degree of reliance on their reports on such information should be restricted in light of the limited nature of the review procedures applied. Deloitte & Touche LLP are not subject to the liability provisions of Section 11 of the Securities Act of 1933 for their reports on the unaudited interim financial information because those reports are not "reports" or a "part" of the Registration Statement prepared or certified by an accountant within the meaning of Sections 7 and 11 of the Act.