
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, ESQUIRE
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. 333-220835, 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" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input checked="" type="checkbox"/> (Do not check if a smaller reporting company)	Smaller reporting company	<input type="checkbox"/>
Emerging growth company	<input type="checkbox"/>		

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	\$21,326,974	\$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 \$21,326,974 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 (333-199264) filed on October 10, 2014. Because a filing fee of \$2,747 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. 333-199264), 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. or Morgan Stanley & Co. LLC (as applicable) 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	\$	56,465.00*
Legal fees	\$	0
Accounting fees	\$	6,600.00
Mailing fees	\$	47,815.00*

*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) Underwriting Agreement between Allstate Life Insurance Company and Allstate Distributors, L.L.C. Filed herewith
- (1)(b) Underwriting Agreement among Northbrook Life Insurance Company, Northbrook Variable Annuity Account II and Dean Witter Reynolds Inc. (Northbrook Life Insurance Company was merged into Allstate Life Insurance Company effective January 1, 2003). Filed herewith
- (4)(a) Form of Allstate Advisor Variable Annuity Contract (“Allstate Advisor” or “Morgan Stanley Variable Annuity”). Filed herewith
- (4)(b) Form of Allstate Advisor Plus Variable Annuity Contract (“Allstate Advisor Plus”). Filed herewith
- (4)(c) Form of Allstate Advisor Preferred Variable Annuity Contract (“Allstate Advisor Preferred” or “Morgan Stanley Variable Annuity—L Share”). Filed herewith
- (4)(d) Form of Enhanced Beneficiary Protection Rider A—Annual Increase (Allstate Advisor, Morgan Stanley Variable Annuity, Allstate Advisor Preferred and Morgan Stanley Variable Annuity—L Share). Filed herewith
- (4)(e) Form of Enhanced Beneficiary Protection Rider A—Annual Increase (Allstate Advisor Plus). Filed herewith
- (4)(f) Form of Enhanced Beneficiary Protection Rider B—Maximum Anniversary Value (Allstate Advisor, Morgan Stanley Variable Annuity, Allstate Advisor Preferred and Morgan Stanley Variable Annuity—L Share). Filed herewith
- (4)(g) Form of Enhanced Beneficiary Protection Rider B—Maximum Anniversary Value (Allstate Advisor Plus). Filed herewith
- (4)(h) Form of Earnings Protection Death Benefit Rider (all Contracts). Filed herewith
- (4)(i) Form of Retirement Income Guarantee Rider 1 (Allstate Advisor, Morgan Stanley Variable Annuity, Allstate Advisor Preferred and Morgan Stanley Variable Annuity—L Share). Filed herewith
- (4)(j) Form of Retirement Income Guarantee Rider 1 (Allstate Advisor Plus). Filed herewith
- (4)(k) Form of Retirement Income Guarantee Rider 2 (Allstate Advisor, Morgan Stanley Variable Annuity, Allstate Advisor Preferred and Morgan Stanley Variable Annuity—L Share). Filed herewith
- (4)(l) Form of Retirement Income Guarantee Rider 2 (Allstate Advisor Plus). Filed herewith
- (4)(m) Form of Income Protection Benefit Rider (all Contracts). Filed herewith
- (4)(n) Form of Spousal Protection Benefit Rider (all Contracts). Filed herewith
- (4)(o) Form of Amendatory Endorsement for Charitable Remainder Trust (all Contracts). Filed herewith
- (4)(p) Form of Amendatory Endorsement for Grantor Trust (all Contracts). Filed herewith
- (4)(q) Form of Amendatory Endorsement for Waiver of Charges (all Contracts). Filed herewith
- (4)(r) Form of Amendatory Endorsement for Employees (Allstate Advisor). Filed herewith
- (4)(s) Form of Withdrawal Charge Option Rider 1. Filed herewith
- (4)(t) Form of Withdrawal Charge Option Rider 2. Filed herewith
- (4)(u) Form of Retirement Income Guarantee Rider 2 (Plus). Filed herewith

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- (4)(v) Form of Income Protection Benefit Rider. Filed herewith
- (4)(w) Form of Spousal Protection Benefit Rider. Filed herewith
- (4)(x) Form of Amendatory Endorsement for Charitable Remainder Trust. Filed herewith
- (4)(y) Form of Amendatory Endorsement for Grantor Trust. Filed herewith
- (4)(z) Form of Amendatory Endorsement for Waiver of Charges. Filed herewith
- (4)(aa) Form of Amendatory Endorsement for Employees. Filed herewith
- (4)(ab) Form of TrueReturn Accumulation Benefit Rider. Filed herewith
- (4)(ac) Form of TrueReturn Accumulation Benefit Rider (for all Contracts). Filed herewith
- (4)(ad) Form of SureIncome Benefit Rider. Filed herewith
- (4)(ae) Form of Spousal Protection Benefit Rider. Filed herewith
- (4)(af) Form of Custodial Spousal Protection Benefit Rider. Filed herewith
- (4)(ag) Form of SureIncome Plus Withdrawal Benefit Rider. Filed herewith
- (4)(ah) Form of SureIncome for Life Withdrawal Benefit Rider. Filed herewith
- (5) Opinion and Consent of General Counsel re: Legality of the 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) 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:

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- (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)	Underwriting Agreement between Allstate Life Insurance Company and Allstate Distributors, L.L.C.
(1)(b)	Underwriting Agreement among Northbrook Life Insurance Company, Northbrook Variable Annuity Account II and Dean Witter Reynolds Inc. (Northbrook Life Insurance Company was merged into Allstate Life Insurance Company effective January 1, 2003)
(4)(a)	Form of Allstate Advisor Variable Annuity Contract
(4)(b)	Form of Allstate Advisor Plus Variable Annuity Contract
(4)(c)	Form of Allstate Advisor Preferred Variable Annuity Contract
(4)(d)	Form of Enhanced Beneficiary Protection Rider A—Annual Increase (Allstate Advisor, Morgan Stanley Variable Annuity, Allstate Advisor Preferred and Morgan Stanley Variable Annuity—L Share)
(4)(e)	Form of Enhanced Beneficiary Protection Rider A—Annual Increase (Allstate Advisor Plus)
(4)(f)	Form of Enhanced Beneficiary Protection Rider B—Maximum Anniversary Value (Allstate Advisor, Morgan Stanley Variable Annuity, Allstate Advisor Preferred and Morgan Stanley Variable Annuity—L Share)
(4)(g)	Form of Enhanced Beneficiary Protection Rider B—Maximum Anniversary Value (Allstate Advisor Plus)
(4)(h)	Form of Earnings Protection Death Benefit Rider
(4)(i)	Form of Retirement Income Guarantee Rider 1 (Allstate Advisor, Morgan Stanley Variable Annuity, Allstate Advisor Preferred and Morgan Stanley Variable Annuity—L Share)
(4)(j)	Form of Retirement Income Guarantee Rider 1 (Allstate Advisor Plus)
(4)(k)	Form of Retirement Income Guarantee Rider 2 (Allstate Advisor, Morgan Stanley Variable Annuity, Allstate Advisor Preferred and Morgan Stanley Variable Annuity—L Share)
(4)(l)	Form of Retirement Income Guarantee Rider 2 (Allstate Advisor Plus)
(4)(m)	Form of Income Protection Benefit Rider
(4)(n)	Form of Spousal Protection Benefit Rider

(4)(o) Form of Amendatory Endorsement for Charitable Remainder Trust

(4)(p) Form of Amendatory Endorsement for Grantor Trust

(4)(q) Form of Amendatory Endorsement for Waiver of Charges

(4)(r) Form of Amendatory Endorsement for Employees

- (4)(s) Form of Withdrawal Charge Option Rider 1
- (4)(t) Form of Withdrawal Charge Option Rider 2
- (4)(u) Form of Retirement Income Guarantee Rider 2 (Plus)
- (4)(v) Form of Income Protection Benefit Rider
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PRINCIPAL UNDERWRITING AGREEMENT

This Principal Underwriting Agreement (hereinafter "Agreement") is made and entered into as of this ____ day of _____, 1999, by and between Allstate Life Insurance Company ("Allstate Life") a life insurance company organized under the laws of the state of Illinois on its own and on behalf of each separate account of Allstate Life set forth on Attachment A, as such Attachment may be amended from time to time (each such account herein referred to as the "Account"), and Allstate Distributors, L.L.C. ("Distributors"), a limited liability corporation organized under the laws of the state of Delaware.

In consideration of the mutual promises and covenants exchanged by the parties in this Agreement, Allstate Life grants to Distributors the right to be and Distributors agrees to serve as Principal Underwriter for the sale of variable insurance products and other insurance and investment products during the term of this Agreement and the parties agree as follows:

ARTICLE I

DISTRIBUTORS DUTIES AND OBLIGATIONS

1.01 Distributors, a broker-dealer registered under the Securities Exchange Act of 1934 (the "1934 Act") and a member of the National Association of Securities Dealers, Inc. ("NASD"), will serve as principal underwriter and distributor for the variable insurance contracts (contracts listed in Attachment A, herein, the "Contracts") which will be issued by Allstate Life.

1.02 Distributors shall be duly registered or licensed or otherwise qualified under the insurance and securities laws of the states in which the Contracts are authorized for sale.

1.03 Distributors proposes to act as principal underwriter on an agency best efforts basis in the marketing and distribution of the Contracts. Distributors will use its best efforts to provide information and marketing assistance to licensed insurance agents and broker-dealers ("Selling Broker-Dealers") on a continuing basis.

1.04 Distributors shall be responsible for compliance with the requirements of state broker-dealer regulations and the 1934 Act as each applies to Distributors in connection with its duties as distributor of the Contracts. Moreover, Distributors shall conduct its affairs in accordance with the Rules of Fair Practice of the NASD.

1.05 As a principal underwriter, Distributors 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 Allstate Life to be authorized insurance agents (unless such persons are exempt from such licensing and appointment requirements);

1.06 To the extent that any statements made in the Registration Statement, or any amendment or supplement thereto, are made in reliance upon and in conformity with written information furnished to Allstate Life by Distributors expressly for use therein, such statements will, when they become effective or are filed with the SEC, as the case may be, conform in all material respects to the requirements of the 1933 Act 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.

1.07 Subject to agreement with Allstate Life, Distributors may enter into selling agreements with broker-dealers which are registered under the 1934 Act and/or authorized by applicable law or exemptions to sell the Contracts. Any such contractual arrangement is expressly made subject to this Agreement, and Distributors will at all times be responsible to Allstate Life for supervision of compliance with federal securities laws regarding distribution of the Contracts.

ARTICLE II

ALLSTATE LIFE'S DUTIES AND OBLIGATIONS

2.01 Allstate Life is validly existing as a stock life insurance company in good standing under the laws of the State of Illinois, 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.

2.02 Allstate Life represents that:

a) Registration Statements for each of the Contracts identified in Attachment A shall have been filed with the Securities and Exchange Commission ("SEC") in the form previously delivered to Distributors and that copies of any and all amendments thereto will be forwarded to Distributors at the time that they are filed with the SEC;

b) Each Account is a duly organized, validly existing separate account, established by resolution of the Board of Directors of Allstate Life, on the date shown for such Account on Attachment A, for the purpose of issuing the Contracts; and

c) Allstate Life has registered or will register the Account as a unit investment trust under the Investment Company Act of 1940 (the "1940 Act").

2.03 The Registration Statement 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 (the "1933 Act") and the 1940 Act, 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 Allstate Life by Distributors expressly for use therein.

2.04 Allstate Life shall be responsible for the licensing and appointing of registered representatives of Selling Broker-Dealers as required by state insurance laws.

ARTICLE III

RECORDS

3.01 Distributors shall keep, in a manner and form approved by Allstate Life and in accordance with Rules 17a-3 and 17a-4 under the 1934 Act, accurate 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 Allstate Life with respect to its activities under this Agreement. Distributors shall make such records of account available for inspection by the SEC and Allstate Life shall have the right to inspect, make copies of or take possession of such records and books of account at any time upon demand.

3.02 Subject to applicable SEC or NASD restrictions, Allstate Life will send confirmations of Contract transactions to Contract owners. Allstate Life will make such confirmations and records of transactions available to Distributors upon request. Allstate Life will also maintain Contract Owner records on behalf of Distributors to the extent permitted by applicable securities law.

3.03 Distributors and Allstate Life shall keep confidential the records, books of account and other information concerning the Contract owners, annuitants, insureds, beneficiaries or any persons who have rights arising out of the Contracts. Distributors or Allstate Life may disclose the Records and such information only if the other has authorized disclosure and if the disclosure is required by applicable law. In the event Distributors or Allstate Life is served with a subpoena, court order or demand from a regulatory organization which mandates disclosure of the Records or such information, such party must notify the other and allow such other party sufficient time to authorize disclosure or to intervene in the judicial proceeding or matter so as to protect its interest.

3.04 Unless otherwise agreed to, no party to this Agreement shall voluntarily disclose to any third party other than Putnam Investments, Inc. and its affiliates, any books, reference manuals, instructions, information or data which concern the other party's business and which are exchanged during the negotiation and performance of this Agreement. When this Agreement terminates or expires, the parties shall return all such books, reference manuals, instructions, information or data in their possession.

3.05 For the purpose of determining the other party's compliance with this Agreement, each party to this Agreement shall have reasonable access during normal business hours to any records and books of account which concern the Contracts and which are maintained by the other party.

3.06 Both Allstate Life and Distributors agree to keep all information required by applicable laws, to maintain the books, accounts and records as to clearly and accurately disclose the precise nature and details of the transaction and to assist one another in the timely perpetration of any reports required by law.

3.07 Distributors and Allstate Life shall furnish to the other any reports and information which the other may request for the purpose of meeting reporting and recordkeeping requirements under the laws of Illinois or any other state or jurisdiction.

ARTICLE IV

SALES MATERIALS

4.01 Distributors will utilize the currently effective prospectus relating to the Contracts in connections with its underwriting, marketing and distribution efforts. As to other types of sales material, Distributors hereby agrees and will require Selling Broker-Dealers to agree to use only sales materials which have been authorized for use by Allstate Life, 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.

4.02 Distributors will not distribute any prospectus, sales literature or any other printed matter or material in the underwriting and distribution or any Contract if, to the knowledge of Distributors, any of the foregoing misstates the duties, obligation or liabilities of Allstate Life or Distributors.

ARTICLE V

COMPENSATION

5.01 Allstate Life shall pay to Distributors commissions described in Attachment B , attached hereto and made a part hereof. Distributors shall not be obligated to pay another broker/dealer for sales of Contracts pursuant to its selling agreement with such broker/dealer until Distributors has received its commissions for the sale of such Contracts from Allstate Life.

5.02 In compensating Distributors, Allstate Life reserves the right to withhold commissions from Distributors if it determines Distributors is not paying commissions to its Selling Broker-Dealers in accordance with applicable laws.

5.03 Distributors shall direct how commissions are paid, provided such direction is in accordance with applicable law.

5.04 Allstate Life agrees to pay Distributors for direct expenses incurred on behalf of Allstate Life. 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 Allstate Life.

5.05 Distributors 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.

ARTICLE VI

UNDERWRITING TERMS

6.01 Distributors makes no representations or warranties regarding the number of contracts to be sold by Selling Broker-Dealer and the registered representatives of Selling Broker-Dealer or the amount to be paid thereunder. Distributors does, however, represent that it will actively engage in its duties under this Agreement on a continuous basis while there is an effective Registration Statement with the SEC.

6.02 Distributors 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.

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

ARTICLE VII

LEGAL AND REGULATORY ACTIONS

7.01 Allstate Life agrees to advise Distributors immediately of:

a) any request by the SEC for amendment of the Registration Statement or for additional information relating to the Contracts;

b) the issuance by the SEC 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

c) 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.

7.02 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.

7.03 During any legal action or inquiry, Allstate Life will furnish to Distributors such information with respect to the Contracts in such form and signed by such of its officers as Distributors may reasonably request and will warrant that the statements therein contained when so signed are true and correct.

7.04 If changes in insurance laws or regulations could reasonably be expected to affect the sales and administration of Contracts under this Agreement, Allstate Life shall notify Distributors within a reasonable time after Allstate Life receives notice of those changes. Such notice shall be in writing except, if circumstances so require, the notice may be communicated by telephone or facsimile and confirmed in writing.

ARTICLE VIII

TERMINATION

8.01 This Agreement shall terminate at either Party's option, without penalty:

(a) without case, on not less than 180 days' prior written notice to the other Party; (b) upon the mutual written consent of the Parties; (c) upon written notice of one Party to the other in the event of bankruptcy or insolvency of the

Party to which notice is given;

(d) upon the suspension or revocation of any material license or permit held by a Party by the appropriate governmental agency or authority; however, such termination shall extend only to the jurisdiction(s) where the Party is prohibited from doing business; or

(e) upon the finding by any regulatory body in a formal proceeding of material wrongdoing by a Party regarding its duties under this Agreement.

8.02 If either Party breaches this Agreement or is in default in the performance of any of its duties and obligations hereunder (the "defaulting Party"), the non-defaulting Party may give written notice thereof to the defaulting Party, and if such breach or default is not remedied within 60 days after such written notice is given, then the non-defaulting Party may terminate this Agreement by giving 30 days' prior written notice of such termination to the defaulting Party.

8.03 The Parties agree to cooperate and give reasonable assistance to one another in effecting an orderly transition following termination.

ARTICLE IX

INDEMNIFICATION

9.01 Scope of Indemnification

(a) Each Party (the "Indemnifying Party") agrees to indemnify and hold harmless the other (the "Indemnified Party") against any loss, liability, claim, damage or expense (including the reasonable cost of investigating or defending any alleged loss, liability, claim, damage or expense, and reasonable counsel fees incurred in connection therewith) arising by reason of any person's acquiring any Contract, which may be based upon any law:

(i) on the ground that the Indemnifying Party, its directors, officers, employees, agents, or subcontractors failed to comply with any applicable laws and regulations in connection with its rendering of duties or services under this Agreement; or

(ii) on the ground of negligence or misconduct by the Indemnifying Party or its directors, officers, employees, agents, or subcontractors, in the performance of its duties hereunder, or breach by the Indemnifying Party of any representation or warranty hereunder.

The foregoing indemnities shall, upon the same terms and conditions, extend to and inure to the benefit of each director, officer and employee of the Indemnified Party and any person controlling or controlled by the Indemnified Party within the meaning of Section 15 of the Securities Act of 1933 or Section 20 of the 1934 Act.

(b) In no case shall the indemnity in favor of the Indemnified Party, including such controlling or controlled persons, be deemed to protect the Indemnified Party against any liability to the Indemnifying Party to which it would otherwise be subject by reason of willful misfeasance, bad faith or gross negligence in the performance of its duties or by reason of reckless disregard of its obligations and duties under this Agreement. In addition, in no case shall the Indemnifying Party be liable under its indemnity agreement contained in Section 4.1(a) hereof with respect to any claim made against an Indemnified Party, unless the Indemnified Party shall have notified the Indemnifying Party in writing by fax or overnight mail giving information of the nature of the claim within two (2) business days after the summons or other first legal process shall have been served upon the Indemnified Party (or after the Indemnified Party shall have received notice of such service on any designated agent), but failure to notify the Indemnifying Party of any such claim shall not relieve it from any liability which it may have to the Indemnified Party against whom such action is brought otherwise than on account of its indemnity agreement contained in Section 4.1(a) hereof. The Indemnifying Party shall be entitled to participate at its own expense in the defense, or, if it so elects, to assume the defense of any suit brought to enforce such liability. If the Indemnifying Party elects to assume the defense, such defense shall be conducted by counsel chosen by it and satisfactory to the Indemnified Party. In the event the Indemnifying Party elects to assume the defense of any such suit and retains such counsel, the Indemnified Party shall bear the fees and expenses of any additional counsel retained by it, but, in case the Indemnifying Party does not elect to assume the defense of any such suit, it shall reimburse the Indemnified Party for the reasonable fees and expense of any counsel retained by the Indemnified Party. The Indemnifying Party shall promptly notify the Indemnified Party of the commencement of any litigation or proceedings against the Indemnifying Party or any of its officers, directors, employees or subcontractors in connection with the issuance or sale of the Contracts.

9.02 Limitation on Liability

In no event shall either Party be liable for lost profits or for exemplary, special, punitive or consequential damages alleged to have been sustained by the other Party, as opposed to a third party.

9.03 Injunctive Relief

The Parties each agree that monetary damages may be an inadequate remedy in the event of a breach by either Party of any of the covenants in this Agreement, and that any such breach by a Party may cause the other Party great and irreparable injury and damage. Accordingly, nothing in this Agreement shall limit a Party's right to obtain equitable relief when appropriate.

ARTICLE X

GENERAL PROVISIONS

10.01 This Agreement shall be subject to the laws of the state of Illinois.

10.02 This Agreement, along with any schedules attached hereto and incorporated herein by reference, may be amended from time to time by mutual agreement and consent of the under signed parties.

10.03 In case any provision of this Agreement shall be invalid, illegal or unenforceable, the validity 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 _____, 1999

Allstate Life Insurance Company
(and the Account(s) set forth on Attachment A)

By: _____ Title Date

Allstate Distributors, L. L. C.

By: _____ Title Date

ATTACHMENT A

Separate Account Effective Date Contract Form #

ATTACHMENT B

Distributors shall be entitled to remuneration for its services as shown below for all variable annuity purchase payments received on policies issued by Allstate Life. Such remuneration shall be reduced by the amount of commissions payable to broker/dealers receiving compensation pursuant to selling agreements with Allstate Life and Distributors.

Schedule A
Issue Age: 0-80 7.30%
81-85 5.80%
86-90 4.30%

Schedule B Up-Front Trail
Issue Age: 0-80 6.30% 25 bps
81-85 5.05% 25 bps
86-90 3.80% 25 bps

Charge Back Schedule
Full or partial Withdrawal 100% Charge Back due to "Right to Cancel" provision.
Early Annuitization Year 1 Only, Charge Back to Annuitization Level Commission (TBD)

An additional 1% override is available up-front to Distributors on sales for the first \$1 billion or through 5/1/2000, if earlier.

UNDERWRITING AGREEMENT

THIS UNDERWRITING AGREEMENT, made and entered into this the 9th day of February, 1984 (by and between NORTHBROOK LIFE INSURANCE COMPANY (hereinafter the "Company") on its own behalf and on behalf of the NORTHBROOK VARIABLE ANNUITY ACCOUNT (hereinafter the "Account"), a separate account of the Company, and DEAN WITTER REYNOLDS INC., (hereinafter the "Underwriter").

WHEREAS, by resolution of its Board of Directors on February 14, 1983, the Company established the Account to set aside and invest assets attributable to certain variable annuity contracts (hereinafter the "Contracts") issued by the Company;

WHEREAS, the Company has registered the Account as a unit investment trust under the Investment Company Act of 1940 (hereinafter the ("1940 Act");

WHEREAS, the Company has filed the initial registration statement of the Contracts under the Securities Act of 1933 (hereinafter the "1933 Act") and will complete said registration under the 1933 Act;

WHEREAS, the Underwriter is registered as a broker-dealer with the Securities and Exchange Commission (hereinafter the "SEC") under the Securities Exchange Act of 1934, as amended, (hereinafter the ("1934 Act"), and is a member in good standing of the National Association of Securities Dealers, Inc. (hereinafter "NASD"); and

WHEREAS, the Company and the Account desire to have Contracts sold and distributed through the Underwriter and the Underwriter is willing to sell and distribute such Contracts under the terms of this Agreement;

NOW, THEREFORE, the parties agree as follows:

ARTICLE I DEFINITIONS

1. Registration Statement -- At any time that this Agreement is in effect, the currently effective registration statement, or currently effective post-effective amendment thereto, relating to the Contracts and the Account, including financial statements included in, and all exhibits to, such registration statement or post-effective amendment.

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2. Prospectus -- Any Prospectus required to be filed on behalf of the Account. Prospectus includes those Account Prospectuses within the registration statement, except that, if the most recently filed Account Prospectus filed pursuant to Rule 424(b) or Rule 424(c) of the 1933 Act subsequent to the date on which the Registration Statement became effective differs from the Account Prospectus on file at the time the Registration Statement became effective, the term "Prospectus" shall refer to the most recently filed Account Prospectus filed under Rule 424(b) or (c) from and after the date on which it shall have been filed. (For purposes of Article VII and VIII of this Agreement, the terms "any Registration Statement" and "any Prospectus" mean, respectively, any document which is or at any time was a Registration Statement or a Prospectus within the meanings of paragraphs (1) or (2) of this Article 1.)

ARTICLE II GENERAL PROVISIONS

3. The Company grants to the Underwriter the right to be, and the Underwriter agrees to serve as, exclusive distributor and underwriter during the first year of the term of this Agreement and as distributor and principal underwriter of the Contracts during the remaining term of this Agreement. The Underwriter agrees to sell Contracts under the terms set by the Company, to use its best efforts in soliciting applications and in selling the Contracts, and to perform all duties necessary and proper in distributing the Prospectus and all sales and promotional materials. The Company reserves the right to refuse to issue any Contract.

4. a.) The Underwriter shall act as a fiduciary on behalf of the Company in its handling of any premiums received for deposits into the Account.

b.) The Underwriter shall remit all premiums, send all applications, forms and any other necessary documents promptly to the Company or its designated representative.

c.) If any Purchase Payment is paid directly to the Company, the Company agrees to remit all commissions according to Article IV of this Agreement.

5. The Company agrees to obtain and maintain approval of the Contracts in those states or other jurisdictions where the Company determines it is desirable to sell and offer the Contract.

6. The Underwriter shall not give any information or make any representations concerning the Contract or Account or the Company to any person or entity unless the information or representations are contained in the Registration Statement in the Account's Prospectus filed with the SEC or are contained in the sales or promotional

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literature approved by the Company. The Company must approve, in writing, all sales or promotional literature to be used in selling or soliciting the Contracts.

7. The Underwriter shall be responsible for carrying out the sales and underwriting obligations of this Agreement in compliance with the NASD Rules of Fair Practice and federal securities and state securities and insurance laws and regulations. To the extent necessary to offer the Contracts, the Underwriter shall be duly registered or licensed or otherwise qualified under the insurance and securities laws of the states, including the District of Columbia but excluding the State of New York.

8. The Company agrees to file sales or promotional literature if so required by any state or other jurisdiction.

ARTICLE III COSTS AND EXPENSES

9. Except as provided elsewhere in this Agreement, the Underwriter agrees to perform, at its own expense, all duties and functions which are necessary and proper for the sale of and distribution of the Contracts.

10. The Company shall bear:

- a.) all costs and expenses, including the fees and disbursements of its attorneys and independent accountants, which are incurred in connection with preparing and filing those registration statements and prospectuses concerning the Account and required to be filed by the Company;
- b.) all expenses incurred in preparing, printing, mailing and otherwise distributing the Account's annual or interim reports or prospectuses to owners of the Contracts;
- c.) all costs and expenses of preparing and providing camera-ready copy of the Account's Prospectuses to the Underwriter;
- d.) all costs and expenses incurred in obtaining approval of the Contracts by the appropriate regulatory agencies in such states or other jurisdictions where so determined by the Company;
- e.) all costs and expenses incurred in maintaining state or other regulatory agency approval of the Contracts until the Company determines that it is no longer desirable to continue to offer the Contracts for sale in that state or other jurisdiction; and,

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f.) all costs and expenses incurred in obtaining any necessary state, NASD or other regulatory agency approval of sales or promotional literature which is used by the Underwriter.

11. The Underwriter shall bear:

- a.) all costs and expenses incurred in printing, mailing and distributing the Account's Prospectus to any prospective purchaser of the Contract or, at or near the time of the initial Purchase Payment, to contractholders. The Underwriter is not responsible for printing, mailing and distributing those Account prospectuses which, by law, must be sent at least annually to owners of the Contract;
- b.) all costs and expenses incurred in preparing, printing and distributing any sales or promotional literature used by the Underwriter in offering the Contracts for sale; and,
- c.) all costs and expenses incurred in advertising the offering of the Contracts.

ARTICLE IV COMMISSIONS AND ALLOWANCES

12. The Company shall pay any commissions or other compensation payable on the sale of the Contract to the Underwriter so long as the payment of commissions or other compensation complies with insurance laws and regulations of the jurisdictions, state or otherwise, where the Company decides to offer the Contracts.

13. In any jurisdiction requiring payment of insurance commissions or other compensation to persons other than the Underwriter, the Company shall pay the commission in accordance with the laws or regulations of that jurisdiction and in a manner determined by the Company.

14. In the event the Company improperly pays a commission, insurance or otherwise, in reliance on information furnished by the Underwriter, the Underwriter must reimburse or indemnify the Company for any losses or penalties incurred as a result of such reliance as provided in Article VIII of this Agreement.

15. The Company shall compensate the Underwriter for performing its duties and functions under this Agreement as follows:

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a.) **DIRECT COMMISSIONS** -- For the sale of the Contract, the Underwriter shall receive a direct commission equal to ____ percent (___%) of all Purchase Payments which are accepted by the Company. This ___% commission shall include the appropriate insurance commission which the Underwriter shall pay to its associated persons or other employees unless otherwise provided in paragraphs 12 and 13 of this Article. In the event any Contract is fully or partially surrendered during the first six (6) months after its date of issue, the Underwriter shall refund to the Company all of the direct commission earned on the amount surrendered.

b.) **DIRECT SALES EXPENSE ALLOWANCE.** -- As additional compensation to defer the Underwriter's expense incurred in producing sales materials, printing prospectuses, licensing associated persons or other employees to sell or offer to sell the Contracts, and advertising the Contract or Account, the Underwriter shall receive an amount equal to _____ percent (___%) of all Purchase Payments on Contracts which are accepted by the Company.

c.) **SALES ADMINISTRATION EXPENSE ALLOWANCE** As additional compensation to defer the Underwriter's expenses incurred with respect to sales administration, including general overhead, travel, sales personnel training, production of management reports, compliance and personnel expenses, the Underwriter shall receive an amount equal to ___% of the Average Net Assets of the Account attributable to Contracts sold under this Agreement.

The Company shall compute Average Net Assets by multiplying (A) times (B) where: (A) is the mortality and expense guarantee charge earned by the Company in the Account on Contracts sold by the Underwriter under this Agreement; and (B) is 100.

The Company shall pay sales administration expense allowance to the Underwriter annually and no later than sixty days after the close of the calendar year.

ARTICLE V ASSOCIATED PERSONS AND OTHER EMPLOYEES

16. The Underwriter will obtain and maintain all licenses, including any broker or insurance agent or general agency licenses, necessary for its associated persons or other employees to sell and service the Contracts and to fulfill their responsibilities under this Agreement.

17. The Company requires that the Contracts shall be sold and offered only by those registered and licensed associated persons or other employees of the Underwriter who are licensed by the Underwriter and appointed by the Company.

The Underwriter shall ensure that any associated person or other employee who offers to sell or sells the Contracts is licensed under the appropriate federal securities laws and any applicable state securities or insurance laws, including those of the District of Columbia.

18. The Underwriter agrees to train its associated persons or other employees, including those who are not involved in the sale or offering for sale of the Contracts, and to use its best efforts to comply with the NASD Rules of Fair Practice and with federal and state securities, insurance or other laws.

19. On or before January 1, 1984, the Underwriter shall establish and implement reasonable written procedures for supervising the sales practices of associated persons or other employees selling the Contracts. The Company reserves the right to veto any unreasonable sales practice.

20. The Underwriter shall ensure that its associated persons or other employees shall not recommend the purchase of a Contract nor sell a Contract to an applicant in the absence of reasonable grounds to believe that the purchase of the Contract is suitable for such applicant on the basis of information furnished after reasonable inquiry of such applicant concerning the applicant's insurance and investment objectives, financial situation and needs, and any other information known to the insurer or to the agent making the recommendation.

21. The Underwriter shall not withhold from its associated persons or employees any monies lawfully payable as commission or compensation for sale of the Contracts pursuant to this Agreement.

22. The Underwriter shall apply for the proper insurance licenses in the appropriate states or jurisdictions for its associated persons or other employees. The Company shall reimburse the Underwriter for any fees paid by the Underwriter for insurance agent licenses.

23. The Company shall appoint those associated persons and other employees of the Underwriter who are found eligible by state insurance departments and NASD to act as variable annuity agents. The Company reserves the right to reasonably refuse to appoint any proposed associated person or other employee as an agent and the right to terminate an agent once appointed.

ARTICLE VI RECORDS

24. All records concerning the Account or Contract shall be the exclusive property of the Company, free from any claim or retention of rights by the Underwriter. "Records" means all cumulative data, including but not limited to books, files, reports, data bases, facsimile signature devices or other materials concerning the Account or Contracts, which are intended to perpetuate a knowledge of the activities of the Account or Contracts. "Records" does not include reports or other data which are not produced at the request of or on behalf of the Company and which do not contain identifiable information about the contractholder.

25. Neither party shall disclose voluntarily any tape, books, reference manuals, instructions or data which concern either party's business and which are exchanged during the negotiation and performance of this Agreement. When this Agreement terminates or expires, the parties shall return all such tapes, books, reference manuals, instructions, information or data in their possession. This paragraph shall not apply to those "Records" in Paragraph 24 of this Article.

26. The Company shall have full and free access during normal business hours to any Records which concern the Account or Contracts and which are maintained by the Underwriter.

27. The Underwriter shall keep confidential any Records concerning the contract owners, annuitants or beneficiaries or any persons who have rights arising out of the Contract. The Underwriter may disclose such Records only if the Company has authorized a disclosure and if the disclosure is permitted by the applicable federal or state law governing privacy of records held by or within control of insurance companies. In the event the Underwriter is served with a subpoena or any other Court Order which mandates disclosure, the Underwriter must notify the Company and allow the Company sufficient time to authorize disclosure or to intervene in the judicial proceeding so as to protect its interest.

28. Both the Company and the Underwriter agree to keep all records required by federal and state laws, to maintain the books, accounts and records as to clearly and accurately disclose the precise nature and details of the transaction, and to assist one another in the timely preparation of records.

29. The Company shall furnish the Underwriter with copies of all documents which must be filed with the SEC by the Company concurrently with the Company's SEC filing. Concurrent with any other filing, whether state or federal, the Company shall furnish the Underwriter with copies of the filing if it affects the Account.

30. The Underwriter shall submit to all regulatory and administrative bodies which have jurisdiction over the Account any information, reports or other material requested pursuant to applicable laws or regulations.

31. The Underwriter shall furnish to the Company any reports and information which the Company may request for the purpose of meeting its reporting and recordkeeping requirements under the insurance laws of the State of Illinois and any other state or jurisdiction.

ARTICLE VII COMPANY'S INDEMNITY AGREEMENT

32. The Company shall indemnify and hold harmless the Underwriter and each person who controls or is associated with the Underwriter within the meaning of the 1933 Act or 1934 Act for losses, claims, damages, or liabilities, joint or several, arising out of or based on any untrue statement or an alleged untrue statement of material fact, any omission or alleged omission of a material fact required by the 1933, 1934 or 1940 Acts, or any misleading statement resulting from an omitted or misstated material fact, contained in any Registration Statement or in any Prospectus provided that the Company will not be liable in any such case to the extent that such loss, claim, damage or liability arises out of, or is based upon, an untrue or alleged untrue statement, omission or alleged omission, or misleading statement made in reliance upon written information furnished to the Company by or on behalf of the Underwriter specifically for use in the preparation of any such Registration Statement or Prospectus.

33. The Company will reimburse the Underwriter for any legal or other expenses reasonably incurred by the Underwriter in investigating or defending any action or claim arising out of any action under paragraph 32 of this Article.

34. At its own expense, the Company may participate in or may assume the defense of any suit brought to enforce any such liability described in paragraph 32 of this Article. If the Company assumes its own defense, such defense shall be conducted by counsel chosen by the Company. If the Company assumes the defense of any suit and retains counsel, the Underwriter shall bear the fees and expenses of any additional counsel retained by them. If the Company does not assume the defense of any such suit, it will reimburse the Underwriter for the reasonable fees and expenses of any counsel retained by them.

35. The Company shall not indemnify the Underwriter for any action where an owner of the Contract or other person seeking legal recourse was not furnished or sent or given, at or prior to written confirmation of the sale of the Contract, a copy

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of the most recent Prospectus (excluding documents incorporated by reference) as amended, if the Company has previously furnished copies of the most recent Prospectus in accordance with the terms of this Agreement.

36. The Company shall not indemnify the Underwriter against any liability to which the Underwriter would otherwise be liable by reason of its negligence in the performance of its duties or by reason of disregard of its obligations and duties under this Agreement.

37. The Company shall not indemnify the Underwriter against any liability if the Underwriter does not notify the Company, in writing, within a reasonable time after the Underwriter or its designated service of process agent is served with the summons or other legal process which initially notifies the Underwriter of the nature of this claim.

ARTICLE VIII UNDERWRITER'S INDEMNITY AGREEMENT

38. The Underwriter shall indemnify and hold harmless the Company and each person who controls or is associated with the Company within the meaning of the 1933 Act or 1934 Act for losses, claims, damages, or liabilities, joint or several, arising out of or based on any untrue statement or an alleged untrue statement of material fact, any omission or alleged omission of a material fact required by the 1933, 1934 or 1940 Acts, or any misleading statement resulting from an omitted or misstated material fact, contained in any Registration Statement or in any Prospectus provided that the Underwriter will not be liable in any such case to the extent that such loss, claim, damage or liability arises out of, or is based upon, an untrue or alleged untrue statement, omission or alleged omission, or misleading statement made in reliance upon written information furnished to the Underwriter by or on behalf of the Company specifically for use in the preparation of any such Registration Statement.

Further, the Underwriter shall indemnify and hold harmless the Company for any losses, claims, damages or liabilities to which the Company or any director or officer thereof may become subject, insofar as the liabilities arise out of or are based upon any unauthorized use of sales materials or any verbal or written misrepresentations or any unlawful sales practices concerning the Contracts by the Underwriter.

39. The Underwriter shall indemnify and hold harmless the Company for any penalties or liabilities which the Company incurs by paying commissions as a result of relying on information furnished by the Underwriter. Paragraph 14 of Article IV of this Agreement is incorporated by reference. 40. The Underwriter will reimburse

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the Company for any legal or other expenses reasonably incurred by the Company in investigating or defending any action or claim arising out of any action under paragraphs 38 and 39 of this Article.

41. At its own expense, the Underwriter may participate in or may assume the defense of any suit brought to enforce any such liability described in paragraphs 38 and 39 of this Article. If the Underwriter assumes their own defense, such defense shall be conducted by counsel chosen by the Underwriter. If the Underwriter assumes the defense of any suit and retains counsel, the Company shall bear the fees and expenses of any additional counsel retained by it. If the Underwriter does not assume the defense of any such suit, it will reimburse the Company for the reasonable fees and expenses of any counsel retained by it.

42. The Underwriter shall not indemnify the Company against any liability to which the Company would otherwise be liable by reason of its negligence in the performance of its duties or by reason of disregard of its obligations and duties under this Agreement.

43. The Underwriter shall not indemnify the Company against any liability if the Company does not notify the Underwriter, in writing, within a reasonable time after the Company or its designated service of process agent is served with a summons or other legal process which initially notifies the Company of the nature of this claim.

ARTICLE IX COMPLAINTS AND INVESTIGATIONS

44. The Underwriter and the Company agree to cooperate fully in any insurance regulatory investigation or proceeding or judicial proceeding arising in connection with the Contracts marketed under this Agreement. The Underwriter and the Company further agree to cooperate fully in any securities regulatory investigation or proceeding with respect to the Underwriter, the Company, their affiliates and their registered representatives to the extent that such investigation or proceeding is in connection with Contracts marketed under this Agreement. Without limiting the foregoing:

(1) The Underwriter will be notified promptly of any customer complaint or notice of any regulatory investigation or proceeding or judicial proceeding received by the Company with respect to the Underwriter or any registered representative of the Underwriter or which may affect Company's issuance of any Contract marketed under this Agreement.

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(2) The Underwriter will promptly notify the Company of any customer complaint or notice of any regulatory investigation or proceeding received by the Underwriter or its affiliates with respect to the Underwriter, its affiliates, or any of its registered representative in connection with any Contract marketed under this Agreement or any activity in connection with any such Contract.

45. In the case of a customer complaint, the Company and the Underwriter will cooperate with each other in investigating such complaint and any response to such complaint will be sent to the other party of this Agreement for approval not less than five (5) business days of receipt prior to its being sent to the customer or regulatory authority, except that if a more prompt response is required, the proposed response shall be communicated by telephone or telegraph and confirmed in writing.

ARTICLE X EFFECTIVE DATE

46. This Agreement shall be effective upon execution by both parties and will remain in effect unless terminated as provided in Article XI of this Agreement.

ARTICLE XI TERMINATION

47. This Agreement shall be automatically terminated if it is assigned by the Underwriter. The term "assigned" shall not include any transaction exempted from Section 15(b)(2) of the 1940 Act.

48. This Agreement may be terminated by either the Company or the Underwriter at any time effective upon the mailing of written notice by registered mail by the terminating party to the other party not less than sixty (60) days prior to the termination date.

49. This Agreement may be terminated at any time upon the mutual written consent of the parties.

50. In the event either the Company or the Underwriter cannot or will not fulfill its responsibilities under this Agreement, the other party shall have the right to demand, in writing, that the noncompliance be corrected within thirty (30) days of the day on which the notice is received. In the event the noncompliance is not corrected within thirty (30) days, this Agreement will terminate on the 31st day after the complying party mails a termination notice by registered mail to the noncomplying party.

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51. Upon the termination of this Agreement, the parties shall have no duties or functions under this Agreement except (a) to settle their accounts including payments of premiums or commissions subsequently received on Contracts in effect on the date of termination or issued pursuant to applications received by the Company prior to termination, and (b) to indemnify as set forth in Articles VII and VIII of this Agreement. On any contract, partially or fully surrendered within the first six (6) months after its date of issue, the Underwriter shall refund any commission in accordance with Article IV of this Agreement.

ARTICLE XII MODIFICATION

52. Both parties declare that there are no oral or other agreements or understandings between them affecting this Agreement or relating to the selling or servicing of the Account and the Contracts. This Agreement supersedes all prior agreements between the parties and constitutes the entire Agreement between the parties.

53. The parties agree that in the event any provision of this Agreement conflicts with any provision of the Managing General Agent's Contract entered into between the Company and the Underwriter, this Agreement shall supersede and take precedence over the Managing General Agent's Agreement.

54. This Agreement may be modified only if in writing and if attested to by those persons authorized to enter into Agreements on behalf of the Company and Underwriter.

55. If either party fails to require performance by the other party of any provision of this Agreement, that party does not waive its right to require such performance at a later time. If either party waives the breach of any provision of this Agreement by the other party, the waiving party still has the right to require performance of the provision and its conduct shall not be construed to waive succeeding breaches.

ARTICLE XIII NOTICE

56. Unless otherwise provided in this Agreement, all notices, requests, demands and other communications which must be provided under this Agreement shall be in writing and shall be deemed to have been given on the date of service if served personally on the party to whom notice is to be given, or on the date of mailing if sent by first class mail or registered or certified, postage prepaid.

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57. All notices, requests, demands and other communications which are sent to the Company shall be sent to:

Robert S. Seiler Senior Vice President, Secretary and General Counsel Northbrook Life Insurance Co.

Allstate Plaza
Northbrook, IL 60062

58. All notices, requests, demands and other communications which are sent to the Underwriter shall be sent to-

Thomas Peck 1st Vice-President Dean Witter Reynolds Inc. Insurance Services 110 Church Street New York, NY

ARTICLE XIV APPLICABLE LAWS

59. This Agreement shall be subject to the 1933, 1934 and 1940 Acts, and the rules, regulations, and rulings issued thereunder, including such exemptions as the Securities and Exchange Commission may grant.

60. Except as provided in paragraph 59 of this Article XIV, this Agreement shall be construed in accordance with the laws of the State of Illinois.

61. If any provision of this Agreement shall be held OR made invalid by a court decision, statute, rule or otherwise, the remainder of this Agreement shall not be affected thereby.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their names and on their behalf by and through their duly authorized officers as of the day and year first above written.

NORTHBROOK LIFE INSURANCE COMPANY

Attest /s/ Robert S. Seiler By:/s/Robert L. Roberts

Secretary ROBERT L. ROBERTS
President

UNDERWRITER DEAN WITTER REYNOLDS INC.

Attest /s/Barbara Coffey By:/s/Charles Fiumerfreddo

Assistant Secretary CHARLES FIUMEFREDDO
Executive Vice President

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Allstate Life
Insurance Company
A Stock Company

Home Office: 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. Allstate Life Insurance Company ("Allstate Life") will pay the benefits of this Contract, subject to its terms and conditions.

Throughout this Contract, "you" and "your" refer to the Owner(s) of this Contract. "We", "us" and "our" refer to Allstate Life Insurance 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 Market Value Adjusted Fixed Account, the withdrawal benefit, the settlement value, transfers to other Investment Alternatives and any amount applied to an Income Plan 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 Owner(s) of this Contract and Allstate Life Insurance Company.

Trial Examination Period

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 cancel it by written notification within 20 days after you receive it. We will refund 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 Options. (Where required by state law, we will refund 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 Allstate Life Insurance Company variable annuity, please contact Allstate Life at (800) 390-1277.

[GRAPHIC OMITTED][GRAPHIC OMITTED]

Secretary Chairman and Chief Executive Officer

Flexible Premium Deferred Variable Annuity

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ANNUITY DATA PAGE

Contract Number:.....44444444
 Owner:.....John Doe
 Annuitant:.....John Doe
 Age at Issue:.....35
 Sex:.....Male

Issue Date:.....May 1, 2002
 Initial Purchase Payment:.....\$10,000.00
 Tax Qualification:.....IRA
 Variable Account:.....Allstate Life Insurance Company Separate Account A

Allocation of Initial Purchase Payment:

Allocated
 Amount (%)
 Variable Sub-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%

Rate
 Allocated Current Annual Guaranteed
 Amount (%) Interest Rate Through

Dollar Cost Averaging Fixed Account
 6 Month Transfer Period Account 5% 4.50% 11/01/2002
 12 Month Transfer Period Account 5% 5.00% 05/01/2003

Standard Fixed Account
 1 Year Guarantee Period Account 10% 4.50% 05/01/2003

Market Value Adjusted Fixed Account
 3 Year Guarantee Period Account 10% 4.75% 05/01/2005
 5 Year Guarantee Period Account 10% 5.25% 05/01/2007
 7 Year Guarantee Period Account 10% 5.50% 05/01/2009
 10 Year Guarantee Period Account 10% 5.75% 05/01/2012

Minimum Guaranteed Annual Rate
 Dollar Cost Averaging Fixed Account:.....3.00%
 Standard Fixed Account:.....3.00%

Payout Start Date:.....May 1, 2066

Charges for the Contract on the Issue Date:

Annualized Charges
 Administrative Expense Charge:.....0.35%
 Mortality and Expense Risk Charges:
 Base Contract:.....1.10%
 Spousal Protection Rider:.....0.15%
 Enhanced Beneficiary Protection Rider A:.....0.30%
 Enhanced Beneficiary Protection Rider B:.....0.30%
 Earnings Protection Death Benefit Rider:.....0.35%

Annual Charges
 Contract Maintenance Charge.....\$30.00
 (Charge may be waived. See your Contract for details)
 Retirement Income Guarantee Rider 2 Fee.....0.75% of the Income Base*

*See your rider for details

Additional charges will apply if you add any Contract riders after the Issue Date. Additional charges may apply if you make a transfer or withdrawal. See your Contract for details.

Co - Annuitant Age Sex

 Jane Doe 40 F

Primary 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, unless the Owner(s) took ownership of the Contract as the Beneficiary. If the Owner is a trust, the Owner will be considered a non-living person.

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

You may change the Owner or Beneficiary at any time 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 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(s) will continue as Owner(s), as described in the Death of Owner provision.

ANNUITANT The Annuitant is the person named on the Annuity Data Page. The Annuitant must be a living person. You cannot change the Annuitant at any time.

BENEFICIARY The two classes of Beneficiaries are Primary Beneficiaries and Contingent Beneficiaries. Primary Beneficiaries and Contingent Beneficiaries are individually and collectively referred to herein as "Beneficiaries".

The Primary 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 this Contract upon the death of the sole surviving Owner.

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

You may change or add Beneficiaries at any time by written request in a form satisfactory to us, unless you have designated an irrevocable Beneficiary. You may restrict income payments to Beneficiaries by written request in a form satisfactory to us. Once we accept a 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 the change.

If no named Beneficiary is living when the sole surviving Owner dies, or if a Beneficiary has not been named, the new Beneficiary will be:

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

If there is more than one Beneficiary and one of the Beneficiaries is a corporation, trust or other non-living person, all Beneficiaries will be considered to be non-living persons.

Unless you have provided directions, in writing in a form satisfactory to us, 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.

SURVIVOR CLAUSE

For purposes of this Contract, in determining whether a living person, including an Owner, Primary Beneficiary, Contingent Beneficiary, or Annuitant ("Living Person A") has survived another living person, including an Owner, Primary Beneficiary, Contingent Beneficiary, or Annuitant ("Living Person B"), Living Person A must survive Living Person B by at least 24 hours. Otherwise, Living Person A will be conclusively deemed to have predeceased Living Person B.

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 A "Contract Year" is the 365 day period (366 days for a leap year) beginning on the Issue Date and on each anniversary of the Issue Date.

VALUATION DATE AND VALUATION PERIOD A "Valuation Date" is each date Monday through Friday on which the New York Stock Exchange is open for regular trading. A "Valuation Period" is the time interval beginning at the closing of the New York Stock Exchange on a Valuation Date and ending at the closing of the New York Stock Exchange on the following Valuation Date.

PURCHASE PAYMENTS The initial purchase payment is shown on the Annuity Data Page. You may make subsequent purchase payments during the Accumulation Phase. We reserve the right to impose a minimum amount on each subsequent purchase payment. This minimum amount will not exceed \$1,000. We also reserve the right to limit cumulative purchase payments to a maximum amount 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 of your purchase payment to the Investment Alternatives you select 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, by notice in a form satisfactory to us. Any change will take effect as of the day we receive the notice.

INITIAL PURCHASE PAYMENT ALLOCATION If the Trial Examination Period provision requires us to refund purchase payments, then during the Trial Examination Period, we reserve the right to invest the 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 Trial Examination Period, the amount in the money market Variable Sub-account will be allocated to the Variable Sub-accounts 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 and the Fixed Account Options under this Contract.

We reserve the right in our sole discretion to:

- make additional Investment Alternatives available;
- modify, substitute or eliminate any current or future Investment Alternatives we make available; and
- establish and modify the terms and conditions for making purchase payments to, withdrawals from, and transfers to or from any of the Investment Alternatives we make available.

Without limiting the foregoing:

We reserve the right to impose limitations on the Investment Alternatives in which you may invest. These limitations may include, but are not limited to, maximum investment limits on certain Variable Sub-accounts or on certain Fixed Account Options, exclusion of certain Variable Sub-accounts or of certain Fixed Account Options, required minimum allocations to certain Variable Sub-accounts, and/or the required use of automatic portfolio rebalancing. A current explanation and list of investment limitations is set forth in the prospectus that pertains to your Contract.

VARIABLE ACCOUNT The "Variable Account" for this Contract is shown on the Annuity Data Page. 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.

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.

VARIABLE SUB-ACCOUNTS The Variable Account is divided into Sub-accounts. Each Sub-account represents an investment in the shares of the mutual fund underlying that Sub-account. We may offer additional Sub-accounts of the Variable Account at our discretion. We reserve the right to limit the number of Sub-accounts of the Variable Account that may be invested in at any one time.

We reserve the right, subject to applicable law, to make additions to, deletions from, or substitutions for the shares of the underlying mutual fund of 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 a 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 Sub-accounts and/or 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.

FIXED ACCOUNT OPTIONS There are 3 Fixed Account Options under this Contract. The Fixed Account Options are the Dollar Cost Averaging Fixed Account Option, the Standard Fixed Account Option and the Market Value Adjusted Fixed Account Option.

DOLLAR COST AVERAGING FIXED ACCOUNT OPTION The Dollar Cost Averaging Fixed Account is divided into individual Transfer Period Accounts. A new Transfer Period Account is established each time you allocate a purchase payment to the Dollar Cost Averaging Fixed Account and you choose the term length of the new Transfer Period Account. Purchase payments may not be allocated to any existing Transfer Period Account. No amount may be transferred into the Dollar Cost Averaging Fixed Account. Each Transfer Period Account is identified by the date the Transfer Period Account begins and the term length of the Transfer Period Account. Each purchase payment allocated to a Transfer Period Account must be at least \$500. We will offer term lengths from which you may select for your Transfer Period Account(s), which may range from three to eighteen months; however, we may modify or eliminate the term lengths we offer at our discretion.

Amounts in a Transfer Period Account will earn interest at the rate declared for the Transfer Period Account at the time it is established. This interest rate will be in effect for the term of the Transfer Period Account. Each purchase payment and all associated interest in a Transfer Period Account must be transferred to the other Investment Alternatives according to your allocation instructions in equal monthly installments during the term of the Transfer Period Account. We reserve the right to restrict the Investment Alternatives available for transfers from any Transfer Period Account. We may offer weekly, quarterly, semi-annual or other installment transfer period alternatives, at our discretion. For each purchase payment, the first transfer from a Transfer Period Account will begin on the first Valuation Date after the payment is received by us. If we do not receive an allocation instruction from you when payment is received by us, the purchase payment and all associated interest will be transferred to the money market Variable Sub-account in equal installments until we have received a different allocation instruction.

At the expiration of a Transfer Period Account, any residual amount will be automatically transferred to the money market Variable Sub-account. If you discontinue the Dollar Cost Averaging Option before the expiration of a Transfer Period Account, the remaining balance will be transferred on the day we receive notification to the money market Variable Sub-account unless you request a different Investment Alternative.

GUARANTEE PERIOD ACCOUNT The Standard Fixed Account and Market Value Adjusted Fixed Account are divided into individual Guarantee Period Accounts. A new Guarantee Period Account is established each time you allocate a purchase payment or transfer to the Standard Fixed Account or Market Value Adjusted Fixed Account. Each Guarantee Period Account is identified by the date the Guarantee Period Account was established and the term length of

the Guarantee Period Account. You may not allocate a purchase payment or transfer to any existing Guarantee Period Account. Each purchase payment or transfer into a Guarantee Period Account must be at least \$500. We will offer the following term lengths you may choose from for your Guarantee Period Accounts:

- one year for the Standard Fixed Account
- from one to ten years for the Market Value Adjusted Fixed Account

We may add to, modify or eliminate the term lengths we offer at our discretion.

You must choose the term length for a new Guarantee Period Account from the term lengths we offer for the Standard Fixed Account and the Market Value Adjusted Fixed Account at the time you create the new Guarantee Period Account. If you allocate a purchase payment or transfer to the Standard Fixed Account or the Market Value Adjusted Fixed Account, but you do not select a term length for the new Guarantee Period Account, we will allocate the purchase payment or the transfer to a new Guarantee Period Account with the same term length as the Guarantee Period Account of your most recent purchase payment or transfer to the same Fixed Account Option. If we no longer offer that term length, then we will allocate the purchase payment or the transfer to a new Guarantee Period Account with the next shortest term currently offered for that Fixed Account Option. If you have not made a prior allocation to a Guarantee Period Account, then we will allocate the purchase payment or the transfer to a new Guarantee Period Account of the shortest term we are offering at that time.

STANDARD FIXED ACCOUNT OPTION The following provisions apply to Guarantee Period Accounts of the Standard Fixed Account Option. Amounts in a Guarantee Period Account will earn interest at the rate declared for the term length at the time it is established. This interest rate will be in effect for one year. On the first anniversary of a Guarantee Period Account, we will declare a renewal interest rate, which will remain in effect for one year. Subsequent renewal dates will be on the anniversaries of the first renewal date.

The total amount of transfers and withdrawals from any individual Guarantee Period Account during a Contract Year cannot exceed 30% of the amount used to establish that Guarantee Period Account. Any portion of the total allowable transfer and withdrawal amount that is not transferred or withdrawn in a Contract Year will not increase the allowable transfer and withdrawal amount for any subsequent Contract Year. This limit will be waived if you elect to withdraw your entire Contract Value.

Prior to the renewal date of each Guarantee Period Account we will mail you a renewal notice outlining the options available to you. During the 30 day period after a renewal date, the 30% limit described above will be waived and you may transfer or withdraw all or a portion of the amount in the renewing Guarantee Period Account. If you make a withdrawal, a Withdrawal Charge and any applicable taxes may apply. If we receive notification of your election to make a transfer or withdrawal from a renewing Guarantee Period Account on or before the renewal date, the transfer or withdrawal will be deemed to have occurred on the renewal date. If we receive notification of your election to make a transfer or withdrawal from the renewing Guarantee Period Account after the renewal date, but before expiration of the 30 day period, (i) the transfer or withdrawal will be deemed to have occurred on the day we receive such notice, and (ii) the amount transferred or withdrawn will earn interest for the period beginning on the renewal date and ending on the day we receive notification of your election at the renewal interest rate declared. Any remaining balance not withdrawn or transferred from the renewing Guarantee Period Account will continue to earn interest until the next renewal date at the renewal interest rate declared. If we do not receive notification from you within the 30 day period, you will be deemed to have elected to renew the Guarantee Period Account and the amount in the renewing Guarantee Period Account will continue to earn interest at the renewal interest rate declared until the next renewal date, and will be subject to all restrictions of the Standard Fixed Account.

MARKET VALUE ADJUSTED FIXED ACCOUNT OPTION The following provisions apply to Guarantee Period Accounts of the Market Value Adjusted Fixed Account Option. Amounts in a Guarantee Period Account will earn interest at the rate declared for the term length at the time it is established. This interest rate will be in effect for the term of the Guarantee Period Account. Upon the expiration of the term of the Guarantee Period Account, unless you specify otherwise, we will transfer the amount in the expiring Guarantee Period Account to establish a new Guarantee Period Account with the same term length and at an interest rate declared by us. The new Guarantee Period Account will be established as of the day immediately following the expiration date of the expiring Guarantee Period Account ("New Account Start Date").

Prior to the expiration of each Guarantee Period Account, we will mail you a notice outlining the options available to you. During the 30 day period after the expiration of a Guarantee Period Account, you may transfer or withdraw all or a portion of the amount in the expiring Guarantee Period Account without a Market Value Adjustment. If you make a withdrawal, a Withdrawal Charge and any applicable taxes may apply. If we receive notification of your election to make a transfer or withdrawal from an expiring Guarantee Period Account on or before the New Account Start Date, the transfer or withdrawal will be deemed to have occurred on the New Account Start Date. If we receive notification of your election to make a transfer or withdrawal from an expiring Guarantee Period Account after the New Account Start Date, but before expiration of the 30 day period, (i) the transfer or withdrawal will be deemed to have occurred on the day we receive such notice; and (ii) the amount transferred or withdrawn will earn interest for the period beginning on the New Account Start Date and ending on the day we receive notification of your election. Any remaining balance not withdrawn or transferred will earn interest for the term of the new Guarantee Period Account, at the interest rate declared for such Account. If we do not receive notification from you within the 30 day period, you will be deemed to have elected to transfer the amount in the expiring Guarantee Period Account to establish a new Guarantee Period Account with the same term length, and the amount in the new Guarantee Period Account will continue to earn interest at the interest rate declared for the new Guarantee Period Account, and will be subject to all restrictions of the Market Value Adjusted Fixed Account. If we no longer offer the term length of the expiring Guarantee Period Account, the term length of the new Guarantee Period Account will be the next shortest term length we offer for the Market Value Adjusted Fixed Account at that time, and the interest rate will be the rate declared by us at that time for such term.

MARKET VALUE ADJUSTMENT A Market Value Adjustment will apply to any withdrawal or transfer from a Guarantee Period Account of the Market Value Adjusted Fixed Account other than during the 30 day period after such Guarantee Period Account expires. A Market Value Adjustment also may apply to amounts in the Market Value Adjusted Fixed Account if we pay Death Proceeds or if the Payout Start Date begins on a day other than during the 30 day period after such Guarantee Period Account 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 Account was established. As used in the formula below, "Treasury Rate" means the U. S. Treasury Note Constant Maturity yield as reported in Federal Reserve Bulletin Release H.15. If such yields cease to be available in Federal Reserve Bulletin Release H.15, then we will use an alternate source for such information in our discretion. The Market Value Adjustment is determined using the following adjustment factor:

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

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

J = the Treasury Rate for the same maturity as I, as of the week preceding the date amounts are transferred or withdrawn from the Guarantee Period Account, the date we determine the Death Proceeds, or the Payout Start Date, as the case may be ("Market Value Adjustment Date"); and

N = the number of whole and partial years remaining in the term of the Guarantee Period Account, measured from the Market Value Adjustment Date to the expiration of the Guarantee Period Account.

The amount subject to a Market Value Adjustment is multiplied by the adjustment factor to determine the amount of the Market Value Adjustment.

CREDITING INTEREST We credit interest daily to money allocated to the Fixed Account Options at interest rates which compound over one year to the interest rates we declared 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 day we receive them. We will credit interest to amounts transferred from the day the transfer is made. The annualized interest rate for the Dollar Cost Averaging Fixed Account and the Standard Fixed Account will never be less than 3%.

TRANSFERS Prior to the Payout Start Date, you may transfer amounts among the 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 transfer fee of up to 2.0% of the amount transferred. Any transfers made from the Dollar Cost Averaging Fixed Account do not count as one of the free transfers allowed each Contract Year; and are not assessed a transfer fee. Multiple transfers on a single Valuation Date are considered a single transfer for purposes of assessing the transfer fee.

Transfers to and from the Fixed Account Options are subject to the restrictions described in the Dollar Cost Averaging Fixed Account Option, Standard Fixed Account Option or Market Value Adjusted Fixed Account Option provisions of this Contract.

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 submitted by or on behalf of 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 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 in our sole discretion to be to the disadvantage of the other contract owners.

We reserve the right to assess short-term trading fees in connection with transfers from Variable Sub-accounts that occur within a certain number of days following the date of allocation to the Variable Sub-accounts. Such fees may vary by Sub-account, but will only apply to those Sub-accounts corresponding to underlying mutual funds that assess such fees.

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 Fixed Account Options.

ACCUMULATION UNITS AND ACCUMULATION UNIT VALUE Amounts 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 on a given Valuation Date will depend on the Accumulation Unit Value of the Sub-account on that Valuation date. 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 Values for each Sub-account of the Variable Account are determined only on Valuation Dates. The Accumulation Unit Value for each Sub-account will vary with the price per share of the underlying mutual fund of the Sub-account, and in accordance with the Mortality and Expense Risk Charge, Administrative Expense Charge and any applicable taxes.

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, Contract Maintenance Charges and any applicable annual fees will decrease the number of Accumulation Units for that Sub-account.

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 underlying mutual fund of 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 underlying mutual fund of the Sub-account during the current Valuation Period.

- Divided by the net asset value per share of the underlying mutual fund of 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 than, 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 fees, and any applicable annual fees or taxes. If withdrawals are made, the Contract may also be subject to Withdrawal Charges.

ADMINISTRATIVE EXPENSE CHARGE Your actual Administrative Expense Charge is shown on the Annuity Data Page. (See the Accumulation Units and Accumulation Unit Value provision and the Net Investment Factor provision for a description of how this charge is applied.)

MORTALITY AND EXPENSE RISK CHARGE Your actual Mortality and Expense Risk Charges for the Contract as issued is shown on the Annuity Data Page. (See the Accumulation Units and Accumulation Unit Value provision and the Net Investment Factor provision 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 On or prior to the Payout Start Date, a Contract Maintenance Charge will be deducted from your Contract Value on each Contract anniversary. The annual charge will be \$30 per Contract Year. The Contract Maintenance Charge will be waived (i) for the remaining term of the Contract after the total amount of purchase payments you have made to this Contract reaches \$50,000 or more; or (ii) for a Contract anniversary, if on that date your entire Contract Value is allocated to the Fixed Account Options. The charge is deducted only from the Sub-accounts of the Variable Account. The Contract Maintenance Charge will be deducted from the money market Variable Sub-account first; if the money market Variable Sub-account has insufficient funds to cover the Contract Maintenance Charge, the balance will be deducted on a pro-rata basis from each of the other Sub-accounts of the Variable Account in the proportion that your value in each Sub-account bears to your total value in all Sub-accounts of the Variable Account, excluding the money market Variable Sub-account. If the Contract is terminated on any date other than on the Contract anniversary, the full Contract Maintenance Charge will be deducted for the partial Contract Year.

After the Payout Start Date the Contract Maintenance Charge will be deducted in equal parts from each income payment. The Contract Maintenance Charge will be waived if the total amount of purchase payments you have made to this Contract on or prior to the Payout Start Date reaches \$50,000 or more, or if, after the Payout Start Date, all income payments are Fixed Amount Income Payments.

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 and any applicable Withdrawal Charge, Market Value Adjustment, Contract Maintenance Charge and taxes.

Withdrawals from the Standard Fixed Account are subject to the restrictions described in the Standard Fixed Account Option provision.

Any Withdrawal Charge will be waived on withdrawals taken to satisfy IRS minimum distribution rules; however the amount of the withdrawal will reduce the Free Withdrawal Amount, as described in the provision below, available in a Contract Year. Withdrawals taken from any Guarantee Period Account of the Standard Fixed Account to satisfy IRS minimum distribution rules will count towards the 30% limit for transfers and withdrawals, as described in the Standard Fixed Account Option provision. This waiver is permitted only for withdrawals that satisfy required distributions resulting solely from this Contract.

FREE WITHDRAWAL AMOUNT The Free Withdrawal Amount available in a Contract Year is equal to 15% of the purchase payments that are subject to a Withdrawal Charge as of the beginning of the Contract Year, plus 15% of the purchase payments added to the Contract during the Contract Year. Purchase payments that are no longer subject to a Withdrawal Charge will not be used to determine the Free Withdrawal Amount for a Contract Year, nor will they be assessed a Withdrawal Charge, if withdrawn.

During each Contract Year you may withdraw the Free Withdrawal Amount without incurring a Withdrawal Charge; however, the amount withdrawn may be subject to a Market Value Adjustment and any applicable taxes. If you do not withdraw the entire Free Withdrawal Amount during a Contract Year, any remainder is not carried forward to increase the Free Withdrawal Amount in a subsequent Contract Year. The Free Withdrawal Amount is only available during the Accumulation Phase of the Contract.

WITHDRAWAL CHARGE A Withdrawal Charge may be assessed on certain withdrawals. For purposes of assessing 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 during the Accumulation Phase 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%	6%	5%	4%	3%	2%	0%	

For each purchase payment withdrawal, the "Payment Year" in the table above is the 365 day year (366 days for a leap year) beginning on the day we received the purchase payment. The Withdrawal Charge is determined by multiplying the percentage corresponding to the Payment Year in the table above and the amount of each purchase payment withdrawal that is in excess of the Free Withdrawal Amount.

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.

If there is more than one new Owner taking a share of the Death Proceeds, described in the Death Proceeds provision, each new Owner will be treated as a separate and independent Owner of his or her respective share of the Death Proceeds. Each new Owner will exercise all rights related to his or her share of the

Death Proceeds, including the sole right to elect one of the Option(s) below, subject to any restrictions previously placed upon the new Owner. Each new Owner may designate a Beneficiary(ies) for his or her respective share, but that designated Beneficiary(ies) will be restricted to the Option chosen by the original new Owner.

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

The Options available to the new Owner will be determined by the applicable following Category in which the new Owner is defined. If the new Owner took ownership of the Contract as the Beneficiary, the new Owner's Options will be subject to any restrictions previously placed upon the Beneficiary. An Option will be deemed to have been chosen on the day we receive written notification in a form satisfactory to us.

Category 1. If your spouse is the sole new Owner of the entire Contract, your spouse must choose from Options A, B, C or D, described below. If your spouse does not choose one of these Options, Option D will apply.

Category 2. If the new Owner is a living person who is not your spouse, or if there are multiple living new Owners, the new Owner(s) must choose from Options A, B or C, described below. If a new Owner does not choose Option A, B or C, Option C will apply for such new Owner.

Category 3. If the new Owner is a corporation, trust or other non-living person, the new Owner must choose between Options A or C, described below. If the new Owner does not choose Option A or C, Option C will apply.

The following Death of Owner Options are available, as applicable:

Option A. The new Owner may elect to receive the Death Proceeds in a lump sum.

Option B. The new Owner may elect to receive the Death Proceeds paid out under one of the Income Plans described in the Payout Phase section, subject to the following conditions:

Income payments must begin within one year of your date of death. Income payments must be payable:

1. over the life of the new Owner; or
2. for a guaranteed payment period of at least 5 years, but not to exceed the life expectancy of the new Owner; or
3. over the life of the new Owner with a guaranteed payment period of at least 5 years, but not to exceed the life expectancy of the new Owner.

Option C. The new Owner may elect to receive the Contract Value payable within 5 years of your date of death. If the new Owner elects this Option, the Contract Value will be recalculated to equal the Death Proceeds, determined as of the day we receive the first complete request for settlement of the Death Proceeds. Unless otherwise instructed by the new Owner, if the Death Proceeds is greater than the Contract Value immediately before it is recalculated, the excess, if any, of the Death Proceeds over the Contract Value will be allocated to the money market Variable Sub-account. Thereafter, the new Owner may exercise all rights as set forth in the Transfers provision during this 5 year period.

No additional purchase payments may be added to the Contract under this election. Withdrawal Charges will be waived for any withdrawals made during this 5 year period; however the amount withdrawn may be subject to a Market Value Adjustment.

If the new Owner dies prior to the complete liquidation of the Contract Value, then the new Owner's Beneficiary(ies) will receive the greater of the remaining Settlement Value or the remaining Contract Value. This amount must be fully withdrawn within 5 years of the date of the original Owner's death.

Option D. The new Owner may elect to continue the Contract in the Accumulation Phase. If the Owner was also the Annuitant, then the new Owner will be the new Annuitant. Only one Contract continuation is allowed under this Contract.

If the Contract is continued in the Accumulation Phase, the

Following conditions apply:

- If the new Owner elects this Option, the Contract Value will be recalculated to equal the Death Proceeds, determined as of the day we receive the first complete request for settlement of the Death Proceeds.

- Unless otherwise instructed by the new Owner, if the Death Proceeds is greater than the Contract Value immediately before it is recalculated, the excess, if any, of the Death

Proceeds over the Contract Value will be allocated to the Sub-accounts of the Variable Account. This excess will be allocated in proportion to the percentages of 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 Proceeds, 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 after the date we determine the Death Proceeds, the new Owner may transfer all or a portion of the excess of the Death Proceeds, if any, into any combination of Variable Sub-accounts, the Standard Fixed Account and the Market Value Adjusted Fixed Account without incurring a transfer fee. 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 this Contract.

- The new Owner may make a single withdrawal of any amount within one year of the date of your death without incurring a Withdrawal Charge; however, the amount withdrawn may be subject to a Market Value Adjustment.

- Prior to the Payout Start Date, the Death Proceeds of the continued Contract will be as described in the Death Proceeds provision.

Under any of these Options, all ownership rights subject to the conditions stated in this provision or 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 Proceeds are paid.

We reserve the right to offer additional Death of Owner Options.

If the Owner dies after the Payout Start Date, refer to the Payout Phase section of this Contract.

DEATH OF ANNUITANT If the Annuitant who is also the Owner dies prior to the Payout Start Date, the Death of Owner provision applies. If the Annuitant who is not also the Owner dies prior to the Payout Start Date, the Options available to the Owner will be determined by the applicable following Category in which the Owner is defined.

Category 1. If the Owner is a living person, prior to the Annuitant's death, the Owner must choose from Options A, B or D, as described below. We reserve the right to change the timing and manner of this selection. If the Owner does not choose Option A, B or D, Option D will apply.

Category 2. If the Owner is a corporation, trust or other non-living person, the Owner must choose between Options A or C, described below. If the Owner does not choose Option A or C, Option C will apply.

The following Death of Annuitant Options are available:

Option A. The Owner may elect to receive the Death Proceeds in a lump sum.

Option B. The Owner may elect to receive the Death Proceeds paid out under one of the Income Plans as described in the Payout Phase section. Income payments must begin within one year of the Annuitant's date of death.

Option C. The Owner may elect to receive the Contract Value payable within 5 years of the Annuitant's date of death. If the new Owner elects this Option, the Contract Value will be recalculated to equal the Death Proceeds, determined as of the day we receive the first complete request for settlement of the Death Proceeds. Unless otherwise instructed by the Owner, if the Death Proceeds is greater than the Contract Value immediately before it is recalculated, the excess, if any, of the Death Proceeds over the Contract Value will be allocated to the money market Variable Sub-account. Thereafter, the Owner may exercise all rights as set forth in the Transfers provision during this 5 year period.

No additional purchase payments may be added to the Contract under this election. Withdrawal Charges will be waived for any withdrawals made during this 5 year period; however the amount withdrawn may be subject to a Market Value Adjustment.

Option D. The Owner may elect to continue the Contract in the Accumulation Phase and the youngest Owner will become the Annuitant. The Contract Value of the continued Contract will not be adjusted to equal the Death Proceeds upon the death of the Annuitant.

Under any of these Options, all ownership rights, subject to the conditions stated in this provision, are available to the Owner from the date of the Annuitant's death to the date on which the Death Proceeds are paid.

We reserve the right to offer additional Death of Annuitant Options.

If the Annuitant dies after the Payout Start Date, refer to the Payout Phase section of this Contract.

DEATH PROCEEDS If we receive a complete request for settlement of the Death Proceeds within 180 days of the date of the Owner's or Annuitant's death, the Death Proceeds are equal to the Death Benefit described below. Otherwise, the Death Proceeds are equal to the greater of the Contract Value or the Settlement Value.

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

We reserve the right to extend, on a non-discriminatory basis, the 180-day period in which the Death Proceeds will equal the Death Benefit. This right will only apply for purposes of determining the amount payable as Death 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 a withdrawal adjustment for each withdrawal, as described below; or
- the Contract Value as of the date we determine the Death Proceeds; or
- the Settlement Value as of date we determine the Death Proceeds.

A 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 sum of all purchase payments immediately prior to the withdrawal, less any prior withdrawal adjustments.

SETTLEMENT VALUE The Settlement Value is the amount that would be paid in the event of a full withdrawal of the Contract Value.

PAYOUT PHASE

PAYOUT PHASE DEFINED The "Payout Phase" is the second of the two phases during your Contract. The Payout Phase begins on the Payout Start Date. It continues until we make the last payment as provided by the Income Plan(s) 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 anticipated Payout Start Date is the later of:

- the Annuitant's 99th birthday; or
- the 10th anniversary of the Issue Date.

INCOME PLANS An "Income Plan" is a series of payments to be made 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. For tax reporting purposes, your cost basis and any gain on the Contract will be allocated proportionately to each Income Plan chosen based on the proportion of your Contract Value applied to each Income Plan. We reserve the right to limit the number of Income Plans that you may select.

INCOME PLAN 1 - LIFE INCOME WITH GUARANTEED NUMBER OF PAYMENTS We will make payments for as long as the Annuitant lives. If the Annuitant dies in the Payout Phase, we will continue to pay income payments until the guaranteed number of payments have been paid. The number of months guaranteed ("Guaranteed Payment Period") may range from 0 to 360 months. If the Annuitant is age 90 or older as of the Payout Start Date, the Guaranteed Payment Period may range from 60 to 360 months.

INCOME PLAN 2 - JOINT AND SURVIVOR LIFE INCOME WITH GUARANTEED NUMBER OF 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 in the Payout Phase, we will continue to pay income payments until the guaranteed number of payments have been paid. The Guaranteed Payment Period may range from 0 to 360 months. If either the Annuitant or joint Annuitant is age 90 or older as of the Payout Start Date, the Guaranteed Payment Period may range from 60 to 360 months.

INCOME PLAN 3 - GUARANTEED NUMBER OF PAYMENTS We will make payments for a Guaranteed Payment Period. These payments do not depend on the Annuitant's life. The minimum Guaranteed Payment Period is 60 months (120 months if the Payout Start Date occurs prior to the third anniversary of the Issue Date). The maximum Guaranteed Payment Period is 360 months 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 Guaranteed Payment Period exceed 600 months. Income Plan 3 offers a withdrawal option as described in the Payout Withdrawal provision. Income payments under Income Plan 3 are subject to the following:

- You may request to change the length of the Guaranteed Payment Period and the frequency of payments. You may make this change no more than once each Contract Year. 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 Guaranteed Payment Period, the new payment period must be within the original maximum and minimum payment period you would have been permitted to select on the Payout Start Date; however the maximum payment period available to you will be shortened by the period elapsed since the original payment period began.
- If you change the length of your Guaranteed Payment Period, we will compute the present value of all remaining payments, using the same assumptions we would use if you were terminating the guaranteed payment plan, as described in the Payout Withdrawal provision. We will then adjust the remaining income payments to equal what the computed present value would support based on those same assumptions and based on the revised Guaranteed Payment Period.
- Changes to either the frequency of payments or length of a Guaranteed Payment Period will result in a change to the payment amount and may change the amount of each payment that is taxable to you.
- Any change in the frequency of payments or length of a Guaranteed Payment Period takes effect on the next payment date after we accept the requested change.

We reserve the right to make other Income Plans available.

INCOME PAYMENTS For each Income Plan selected, payment amounts may vary with the performance of the chosen Variable Sub-accounts and/or may be fixed for the duration of the Income Plan. On the Payout Start Date, you must specify 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. For the portion of your Contract Value to be applied to Variable Amount Income Payments, you must also specify the Variable Sub-accounts on which to base the Variable Amount Income Payments as well as the allocation among those Variable Sub-accounts. 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, according to the Variable Sub-account allocations as of the Payout Start Date, and the remainder of the Contract Value 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 On the Payout Start Date, the portion of the Contract Value you specify to be applied to Variable Amount Income Payments, adjusted by any applicable Market Value Adjustment and less any applicable taxes, is applied to the appropriate income payment factor for the selected Income Plan to determine the Initial Variable Amount Income Value. An explanation of the basis for determining income payment factors is described in the Income Payment Tables provision.

The Initial Variable Amount Income Value will be allocated among the Variable Sub-accounts you have chosen in the proportions you specified, as described above in the Income Payments provision. The portion of the Initial Variable Amount Income Value allocated to a particular Variable Sub-account is divided by the Annuity Unit Value for that Variable Sub-account on the Payout Start Date. This determines the number of Annuity Units from that Sub-account which will be used to determine your Variable Amount Income Payments. Variable Amount Income Payments, which include your first Variable Amount Income Payment, will vary depending on changes in the Annuity Unit Values for the Sub-accounts upon which the income payments are based. Unless Annuity Transfers are made between Sub-accounts, each income payment from that Sub-account will be that number of Annuity Units multiplied by 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 On the Payout Start Date, the portion of the Contract Value you specify, adjusted by any applicable Market Value Adjustment and less applicable taxes, will be applied to Fixed Amount Income Payments. The Fixed Amount Income Payment is determined by applying the above value to the greater of:

- The appropriate income payment factor for the selected Income Plan from the Income Payment Tables shown in the Income Payment Tables provision. An explanation of the basis for determining the income payment factors is described in the Income Payment Tables provision.
- An income payment factor for the selected Income Plan that we are offering on the Payout Start Date.

Fixed Amount Income Payments are fixed for the duration of the Income Plan.

ANNUITY TRANSFERS After the Payout Start Date, you may make transfers among the Variable Sub-accounts. You may make up to 12 transfers per Contract Year within each Income Plan. No transfers may be made from the Fixed Amount Income Payments nor may transfers be made among Income Plans. Multiple transfers on a single Valuation Date are considered a single transfer.

PAYOUT WITHDRAWAL A Payout Withdrawal is a withdrawal of all or a portion of the allowable Withdrawal Value under an Income Plan. You may withdraw all or a portion of the Withdrawal Value under Income Plan 3 at any time, subject to a Payout Withdrawal Charge, by notice in a form satisfactory to us. For Variable Amount Income Payments, the Withdrawal 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, the Withdrawal 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. For this calculation, the Applicable Current Interest Rate is the rate we are using to determine income payments for a new annuitization with a payment period equal to the remaining payment period of the income payments being terminated on the day we receive your written payout withdrawal request.

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 present 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 Income Plan(s) and the Investment Alternative(s) from which you wish to make a 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. On the day you withdraw all or a part of your Withdrawal Value, the Withdrawal Value will be reduced by the amount of the Payout Withdrawal. The remaining income payments will be reduced so that the present value of the reduced income payments plus the amount of the Payout Withdrawal will be equivalent to the present value of the income payments just prior to the Payout Withdrawal.

PAYOUT WITHDRAWAL CHARGE For purposes of assessing 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% 6% 5% 4% 3% 2% 0%

For each purchase payment withdrawal, the "Payment Year" in the table is the 365 day period (366 days for a leap year) beginning on the date we receive the purchase payment. The Payout Withdrawal Charge is determined by multiplying the percentage corresponding to the Payment Year in the table above by 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 when it is applied to the Income Plan(s) you choose, or if the Contract Value is not enough to provide an initial payment of at least \$20 when it is applied to the Income Plan(s) you choose, 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 selection of an Income Plan from you at least 30 days before the Payout Start Date, the Income Plan will be deemed to be Life Income with a Guaranteed Payment Period of 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, 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. You may terminate income payments and withdraw the Withdrawal Value under Income Plan 3 at any time, subject to Payout Withdrawal Charges.
- If any Owner dies during the Payout Phase, 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. Any remaining income payments will be paid to the new Owner as scheduled.

INCOME PAYMENT TABLES

The Income Payment Tables shown below contain monthly income payment factors per \$1,000 applied, which were calculated using the Annuity 2000 Mortality Tables and an annual interest rate of 3%. For ages and guaranteed payment periods not shown, monthly income payment factors will be calculated on a basis consistent with the factors shown. The adjusted age of the Annuitant is used to determine the appropriate monthly income payment factor to apply for the selected Income Plan. 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.

The Income Payment Tables below will be used to determine the following:

- For Variable Amount Income Payments and an Assumed Investment Rate of 3%, the initial monthly income payment for the selected Income Plan. Subsequent monthly income payments will vary as described in the Variable Amount Income Payments provision. For Variable Amount Income Payments with an Assumed Investment Rate other than 3%, monthly income payment factors will be calculated on a basis consistent with the factors shown in the Income Payment Tables using an interest rate equal to the Assumed Investment Rate.
- For Fixed Amount Income Payments, the minimum guaranteed monthly income payment for the selected Income Plan.

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	6.39	
44	3.71	3.52	58	4.68	4.36	72	6.56	
45	3.76	3.57	59	4.78	4.45	73	6.73	
46	3.81	3.61	60	4.88	4.54	74	6.90	
47	3.87	3.66	61	4.99	4.63	75	7.08	
48	3.93	3.71	62	5.11	4.73	76	7.26	

=====

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

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, excluding accrued interest.

Unless otherwise specified, all references in this Contract to days, months or years shall mean calendar days, months or years.

Only our officers may change the Contract or waive a right or requirement of the Contract. 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 or as otherwise permitted by the terms of this Contract.

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. The effective date of the information in the annual statement will not be more than two months before the date of the mailing. We will provide you with Contract Value information at any time upon request. The information presented will comply with any applicable law.

SETTLEMENTS 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 contractholders.

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.

Flexible Premium Deferred Variable Annuity Contract

This Contract is issued to the Owner in consideration of the initial purchase payment. Allstate Life Insurance Company ("Allstate Life") will pay the benefits of this Contract, subject to its terms and conditions.

Throughout this Contract, "you" and "your" refer to the Owner(s) of this Contract. "We", "us" and "our" refer to Allstate Life Insurance 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 Market Value Adjusted Fixed Account, the withdrawal benefit, the settlement value, transfers to other Investment Alternatives and any amount applied to an Income Plan 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 Owner(s) of this Contract and Allstate Life Insurance Company.

Trial Examination Period

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 cancel it by written notification within 20 days after you receive it. We will refund 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 Options. (Where required by state law, we will refund 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 Trial Examination Period excludes the actual amount of any Credit Enhancement.

If you have any questions about your Allstate Life Insurance Company variable annuity, please contact Allstate Life at (800) 390-1277.

[GRAPHIC OMITTED][GRAPHIC OMITTED]

Secretary Chairman and Chief Executive Officer

Flexible Premium Deferred Variable Annuity

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ANNUITY DATA PAGE

Contract Number:.....44444444
Owner:.....John Doe
Annuitant:.....John Doe
Age at Issue:.....35
Sex:.....Male

Issue Date:.....May 1, 2002

Initial Purchase Payment:.....\$10,000.00

Tax Qualification:.....IRA

Credit Enhancement Percentage:.....4%

Variable Account:.....Allstate Life Insurance Company Separate Account A

Allocation of Initial Purchase Payment:

Allocated

Amount (%)

Variable Sub-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%

Rate

Allocated Current Annual Guaranteed

Amount (%) Interest Rate Through

Dollar Cost Averaging Fixed Account

6 Month Transfer Period Account 5% 4.50% 11/01/2002

12 Month Transfer Period Account 5% 5.00% 05/01/2003

Standard Fixed Account

1 Year Guarantee Period Account 10% 4.50% 05/01/2003

Market Value Adjusted Fixed Account

3 Year Guarantee Period Account 10% 4.75% 05/01/2005

5 Year Guarantee Period Account 10% 5.25% 05/01/2007

7 Year Guarantee Period Account 10% 5.50% 05/01/2009

10 Year Guarantee Period Account 10% 5.75% 05/01/2012

Minimum Guaranteed Annual Rate

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

Standard Fixed Account:.....3.00%

Payout Start Date:.....May 1, 2066

Charges for the Contract on the Issue Date:

Annualized Charges

Administrative Expense Charge:.....0.35%

Mortality and Expense Risk Charges:

Base Contract:.....1.40%

Spousal Protection Rider:.....0.15%

Enhanced Beneficiary Protection Rider A:.....0.30%

Enhanced Beneficiary Protection Rider B:.....0.30%

Earnings Protection Death Benefit Rider:.....0.35%

Annual Charges

Contract Maintenance Charge.....\$30.00

(Charge may be waived. See your Contract for details)

Retirement Income Guarantee Rider 2 Fee.....0.75% of the Income Base*

*See your rider for details

Additional charges will apply if you add any Contract riders after the Issue Date. Additional charges may apply if you make a transfer or withdrawal. See your Contract for details.

Co - Annuitant Age Sex

Jane Doe 40 F

Primary 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, unless the Owner(s) took ownership of the Contract as the Beneficiary. If the Owner is a trust, the Owner will be considered a non-living person.

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

You may change the Owner or Beneficiary at any time 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 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(s) will continue as Owner(s), as described in the Death of Owner provision.

Annuitant The Annuitant is the person named on the Annuity Data Page. The Annuitant must be a living person. You cannot change the Annuitant at any time.

Beneficiary The two classes of Beneficiaries are Primary Beneficiaries and Contingent Beneficiaries. Primary Beneficiaries and Contingent Beneficiaries are individually and collectively referred to herein as "Beneficiaries".

The Primary 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 this Contract upon the death of the sole surviving Owner.

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

You may change or add Beneficiaries at any time by written request in a form satisfactory to us, unless you have designated an irrevocable Beneficiary. You may restrict income payments to Beneficiaries by written request in a form satisfactory to us. Once we accept a 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 the change.

If no named Beneficiary is living when the sole surviving Owner dies, or if a Beneficiary has not been named, the new Beneficiary will be:

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

If there is more than one Beneficiary and one of the Beneficiaries is a corporation, trust or other non-living person, all Beneficiaries will be considered to be non-living persons.

Unless you have provided directions, in writing in a form satisfactory to us, 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.

Survivor Clause

For purposes of this Contract, in determining whether a living person, including an Owner, Primary Beneficiary, Contingent Beneficiary, or Annuitant ("Living Person A") has survived another living person, including an Owner, Primary Beneficiary, Contingent Beneficiary, or Annuitant ("Living Person B"), Living Person A must survive Living Person B by at least 24 hours. Otherwise, Living Person A will be conclusively deemed to have predeceased Living Person B.

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 A "Contract Year" is the 365 day period (366 days for a leap year) beginning on the Issue Date and on each anniversary of the Issue Date.

Valuation Date and Valuation Period A "Valuation Date" is each date Monday through Friday on which the New York Stock Exchange is open for regular trading. A "Valuation Period" is the time interval beginning at the closing of the New York Stock Exchange on a Valuation Date and ending at the closing of the New York Stock Exchange on the following Valuation Date.

Purchase Payments Purchase payments are initial and subsequent payments made by you and do not include any Credit Enhancements. The initial purchase payment is shown on the Annuity Data Page. You may make subsequent purchase payments during the Accumulation Phase. We reserve the right to impose a minimum amount on each subsequent purchase payment. This minimum amount will not exceed \$1,000. We also reserve the right to limit cumulative purchase payments to a maximum amount 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 of your purchase payment to the Investment Alternatives you select 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, by notice in a form satisfactory to us. Any change will take effect as of the day we receive the notice.

Initial Purchase Payment Allocation If the Trial Examination Period provision requires us to refund purchase payments, then during the Trial Examination Period, we reserve the right to invest the purchase payments you allocated to the Variable Account (plus any associated Credit Enhancements) to a money market Variable Sub-account available under this Contract. We will notify you if we do so. At the end of the Trial Examination Period, the amount in the money market Variable Sub-account will be allocated to the Variable Sub-accounts 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 and the Fixed Account Options under this Contract.

We reserve the right in our sole discretion to:

- * make additional Investment Alternatives available;
- * modify, substitute or eliminate any current or future Investment Alternatives we make available; and
- * establish and modify the terms and conditions for making purchase payments to, withdrawals from, and transfers to or from any of the Investment Alternatives we make available.

Without limiting the foregoing:

We reserve the right to impose limitations on the Investment Alternatives in which you may invest. These limitations may include, but are not limited to, maximum investment limits on certain Variable Sub-accounts or on certain Fixed Account Options, exclusion of certain Variable Sub-accounts or of certain Fixed Account Options, required minimum allocations to certain Variable Sub-accounts, and/or the required use of automatic portfolio rebalancing. A current explanation and list of investment limitations is set forth in the prospectus that pertains to your Contract.

Credit Enhancement A "Credit Enhancement" will be allocated to the Investment Alternatives you selected at the time of 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 equal to the Credit Enhancement Percentage 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 shown on the Annuity Data Page. 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.

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.

Variable Sub-accounts The Variable Account is divided into Sub-accounts. Each Sub-account represents an investment in the shares of the mutual fund underlying that Sub-account. We may offer additional Sub-accounts of the Variable Account at our discretion. We reserve the right to limit the number of Sub-accounts of the Variable Account that may be invested in at any one time.

We reserve the right, subject to applicable law, to make additions to, deletions from, or substitutions for the shares of the underlying mutual fund of 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 a 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 Sub-accounts and/or 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.

Fixed Account Options There are 3 Fixed Account Options under this Contract. The Fixed Account Options are the Dollar Cost Averaging Fixed Account Option, the Standard Fixed Account Option and the Market Value Adjusted Fixed Account Option.

Dollar Cost Averaging Fixed Account Option The Dollar Cost Averaging Fixed Account is divided into individual Transfer Period Accounts. A new Transfer Period Account is established each time you allocate a purchase payment to the Dollar Cost Averaging Fixed Account and you choose the term length of the new Transfer Period Account. Purchase payments may not be allocated to any existing Transfer Period Account. No amount may be transferred into the Dollar Cost Averaging Fixed Account. Each Transfer Period Account is identified by the date the Transfer Period Account begins and the term length of the Transfer Period Account. Each purchase payment allocated to a Transfer Period Account must be at least \$500. We will offer term lengths from which you may select for your Transfer Period Account(s), which may range from three to eighteen months; however, we may modify or eliminate the term lengths we offer at our discretion.

Amounts in a Transfer Period Account will earn interest at the rate declared for the Transfer Period Account at the time it is established. This interest rate will be in effect for the term of the Transfer Period Account. Each purchase payment, Credit Enhancement and all associated interest in a Transfer Period Account must be transferred to the other Investment Alternatives according to your allocation instructions in equal monthly installments during the term of the Transfer Period Account. We reserve the right to restrict the Investment Alternatives available for transfers from any Transfer Period Account. We may offer weekly, quarterly, semi-annual or other installment transfer period alternatives, at our discretion. For each purchase payment, the first transfer from a Transfer Period Account will begin on the first Valuation Date after the payment is received by us. If we do not receive an allocation instruction from you when the payment is received by us, the purchase payment, Credit Enhancement and all associated interest will be transferred to the money market Variable Sub-account in equal installments until we have received a different allocation instruction.

At the expiration of a Transfer Period Account, any residual amount will be automatically transferred to the money market Variable Sub-account. If you discontinue the Dollar Cost Averaging Option before the expiration of a Transfer Period Account, the remaining balance will be transferred on the day we receive notification to the money market Variable Sub-account unless you request a different Investment Alternative.

Guarantee Period Account The Standard Fixed Account and Market Value Adjusted Fixed Account are divided into individual Guarantee Period Accounts. A new Guarantee Period Account is established each time you allocate a purchase payment or transfer to the Standard Fixed Account or Market Value Adjusted Fixed Account. Each Guarantee Period Account is identified by the date the Guarantee Period Account was established and the term length of the Guarantee Period Account. You may not allocate a purchase payment or transfer to any existing Guarantee Period Account. Each purchase payment or transfer into a Guarantee Period Account must be at least \$500. We will offer the following term lengths you may choose from for your Guarantee Period Accounts:

- * one year for the Standard Fixed Account
- * from one to ten years for the Market Value Adjusted Fixed Account

We may add to, modify or eliminate the term lengths we offer at our discretion.

You must choose the term length for a new Guarantee Period Account from the term lengths we offer for the Standard Fixed Account and the Market Value Adjusted Fixed Account at the time you create the new Guarantee Period Account. If you allocate a purchase payment or transfer to the Standard Fixed Account or the Market Value Adjusted Fixed Account, but you do not select a term length for the new Guarantee Period Account, we will allocate the purchase payment (and any Credit Enhancement) or the transfer to a new Guarantee Period Account with the same term length as the Guarantee Period Account of your most recent purchase payment or transfer to the same Fixed Account Option. If we no longer offer that term length, then we will allocate the purchase payment (and any Credit Enhancement) or the transfer to a new Guarantee Period Account with the next shortest term currently offered for that Fixed Account Option. If you have not made a prior allocation to a Guarantee Period Account, then we will allocate the purchase payment (and any Credit Enhancement) or the transfer to a new Guarantee Period Account of the shortest term we are offering at that time.

Standard Fixed Account Option The following provisions apply to Guarantee Period Accounts of the Standard Fixed Account Option. Amounts in a Guarantee Period Account will earn interest at the rate declared for the term length at the time it is established. This interest rate will be in effect for one year. On the first anniversary of a Guarantee Period Account, we will declare a renewal interest rate, which will remain in effect for one year. Subsequent renewal dates will be on the anniversaries of the first renewal date.

The total amount of transfers and withdrawals from any individual Guarantee Period Account during a Contract Year cannot exceed 30% of the amount used to establish that Guarantee Period Account. Any portion of the total allowable transfer and withdrawal amount that is not transferred or withdrawn in a Contract Year will not increase the allowable transfer and withdrawal amount for any subsequent Contract Year. This limit will be waived if you elect to withdraw your entire Contract Value.

Prior to the renewal date of each Guarantee Period Account we will mail you a renewal notice outlining the options available to you. During the 30 day period after a renewal date, the 30% limit described above will be waived and you may transfer or withdraw all or a portion of the amount in the renewing Guarantee Period Account. If you make a withdrawal, a Withdrawal Charge and any applicable taxes may apply. If we receive notification of your election to make a transfer or withdrawal from a renewing Guarantee Period Account on or before the renewal date, the transfer or withdrawal will be deemed to have occurred on the renewal date. If we receive notification of your election to make a transfer or withdrawal from the renewing Guarantee Period Account after the renewal date, but before expiration of the 30 day period, (i) the transfer or withdrawal will be deemed to have occurred on the day we receive such notice, and (ii) the amount transferred or withdrawn will earn interest for the period beginning on the renewal date and ending on the day we receive notification of your election at the renewal interest rate declared. Any remaining balance not withdrawn or transferred from the renewing Guarantee Period Account will continue to earn interest until the next renewal date at the renewal interest rate declared. If we do not receive notification from you within the 30 day period, you will be deemed to have elected to renew the Guarantee Period Account and the amount in the renewing Guarantee Period Account will continue to earn interest at the renewal interest rate declared until the next renewal date, and will be subject to all restrictions of the Standard Fixed Account.

Market Value Adjusted Fixed Account Option The following provisions apply to Guarantee Period Accounts of the Market Value Adjusted Fixed Account Option. Amounts in a Guarantee Period Account will earn interest at the rate declared for the term length at the time it is established. This interest rate will be in effect for the term of the Guarantee Period Account. Upon the expiration of the term of the Guarantee Period Account, unless you specify otherwise, we will transfer the amount in the expiring Guarantee Period Account to establish a new Guarantee Period Account with the same term length and at an interest rate declared by us. The new Guarantee Period Account will be established as of the day immediately following the expiration date of the expiring Guarantee Period Account ("New Account Start Date").

Prior to the expiration of each Guarantee Period Account, we will mail you a notice outlining the options available to you. During the 30 day period after the expiration of a Guarantee Period Account, you may transfer or withdraw all or a portion of the amount in the expiring Guarantee Period Account without a Market Value Adjustment. If you make a withdrawal, a Withdrawal Charge and any applicable taxes may apply. If we receive notification of your election to make a transfer or withdrawal from an expiring Guarantee Period Account on or before the New Account Start Date, the transfer or withdrawal will be deemed to have occurred on the New Account Start Date. If we receive notification of your election to make a transfer or withdrawal from an expiring Guarantee Period Account after the New Account Start Date, but before expiration of the 30 day period, (i) the transfer or withdrawal will be deemed to have occurred on the day we receive such notice; and (ii) the amount transferred or withdrawn will earn interest for the period beginning on the New Account Start Date and ending on the day we receive notification of your election. Any remaining balance not withdrawn or transferred will earn interest for the term of the new Guarantee Period Account, at the interest rate declared for such Account. If we do not receive notification from you within the 30 day period, you will be deemed to have elected to transfer the amount in the expiring Guarantee Period Account to establish a new Guarantee Period Account with the same term length, and the amount in the new Guarantee Period Account will continue to earn interest at the interest rate declared for the new Guarantee Period Account, and will be subject to all restrictions of the Market Value Adjusted Fixed Account. If we no longer offer the term length of the expiring Guarantee Period Account, the term length of the new Guarantee Period Account will be the next shortest term length we offer for the Market Value Adjusted Fixed Account at that time, and the interest rate will be the rate declared by us at that time for such term.

Market Value Adjustment A Market Value Adjustment will apply to any withdrawal or transfer from a Guarantee Period Account of the Market Value Adjusted Fixed Account other than during the 30 day period after such Guarantee Period Account expires. A Market Value Adjustment also may apply to amounts in the Market Value Adjusted Fixed Account if we pay Death Proceeds or if the Payout Start Date begins on a day other than during the 30 day period after such Guarantee Period Account 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 Account was established. As used in the formula below, "Treasury Rate" means the U. S. Treasury Note Constant Maturity yield as reported in Federal Reserve Bulletin Release H.15. If such yields cease to be available in Federal Reserve Bulletin Release H.15, then we will use an alternate source for such information in our discretion. The Market Value Adjustment is determined using the following adjustment factor:

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

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

J = the Treasury Rate for the same maturity as I, as of the week preceding the date amounts are transferred or withdrawn from the Guarantee Period Account, the date we determine the Death Proceeds, or the Payout Start Date, as the case may be ("Market Value Adjustment Date"); and

N = the number of whole and partial years remaining in the term of the Guarantee Period Account, measured from the Market Value Adjustment Date to the expiration of the Guarantee Period Account.

The amount subject to a Market Value Adjustment is multiplied by the adjustment factor to determine the amount of the Market Value Adjustment.

Crediting Interest We credit interest daily to money allocated to the Fixed Account Options at interest rates which compound over one year to the interest rates we declared when the money was allocated. We will credit interest to the initial purchase payment plus any associated Credit Enhancement from the Issue Date. We will credit interest to subsequent purchase payments plus any associated Credit Enhancements from the day we receive them. We will credit interest to amounts transferred from the day the transfer is made. The annualized interest rate for the Dollar Cost Averaging Fixed Account and the Standard Fixed Account will never be less than 3%.

Transfers Prior to the Payout Start Date, you may transfer amounts among the 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 transfer fee of up to 2.0% of the amount transferred. Any transfers made from the Dollar Cost Averaging Fixed Account do not count as one of the free transfers allowed each Contract Year; and are not assessed a transfer fee. Multiple transfers on a single Valuation Date are considered a single transfer for purposes of assessing the transfer fee.

Transfers to and from the Fixed Account Options are subject to the restrictions described in the Dollar Cost Averaging Fixed Account Option, Standard Fixed Account Option or Market Value Adjusted Fixed Account Option provisions of this Contract.

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 submitted by or on behalf of 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 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 in our sole discretion to be to the disadvantage of the other contract owners.

We reserve the right to assess short-term trading fees in connection with transfers from Variable Sub-accounts that occur within a certain number of days following the date of allocation to the Variable Sub-accounts. Such fees may vary by Sub-account, but will only apply to those Sub-accounts corresponding to underlying mutual funds that assess such fees.

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 Fixed Account Options.

Accumulation Units and Accumulation Unit Value Amounts 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 on a given Valuation Date will depend on the Accumulation Unit Value of the Sub-account on that Valuation date. 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 Values for each Sub-account of the Variable Account are determined only on Valuation Dates. The Accumulation Unit Value for each Sub-account will vary with the price per share of the underlying mutual fund of the Sub-account, and in accordance with the Mortality and Expense Risk Charge, Administrative Expense Charge and any applicable taxes.

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, Contract Maintenance Charges and any applicable annual fees will decrease the number of Accumulation Units for that Sub-account.

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 underlying mutual fund of 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 underlying mutual fund of the Sub-account during the current Valuation Period.

* Divided by the net asset value per share of the underlying mutual fund of 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 than, 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 fees, and any applicable annual fees or taxes. If withdrawals are made, the Contract may also be subject to Withdrawal Charges.

Administrative Expense Charge Your actual Administrative Expense Charge is shown on the Annuity Data Page. (See the Accumulation Units and Accumulation Unit Value provision and the Net Investment Factor provision for a description of how this charge is applied.)

Mortality and Expense Risk Charge Your actual Mortality and Expense Risk Charges for the Contract as issued is shown on the Annuity Data Page. (See the Accumulation Units and Accumulation Unit Value provision and the Net Investment Factor provision 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 On or prior to the Payout Start Date, a Contract Maintenance Charge will be deducted from your Contract Value on each Contract anniversary. The annual charge will be \$30 per Contract Year. The Contract Maintenance Charge will be waived (i) for the remaining term of the Contract after the total amount of purchase payments you have made to this Contract reaches \$50,000 or more; or (ii) for a Contract anniversary, if on that date your entire Contract Value is allocated to the Fixed Account Options. The charge is deducted only from the Sub-accounts of the Variable Account. The Contract Maintenance Charge will be deducted from the money market Variable Sub-account first; if the money market Variable Sub-account has insufficient funds to cover the Contract Maintenance Charge, the balance will be deducted on a pro-rata basis from each of the other Sub-accounts of the Variable Account in the proportion that your value in each Sub-account bears to your total value in all Sub-accounts of the Variable Account, excluding the money market Variable Sub-account. If the Contract is terminated on any date other than on the Contract anniversary, the full Contract Maintenance Charge will be deducted for the partial Contract Year.

After the Payout Start Date the Contract Maintenance Charge will be deducted in equal parts from each income payment. The Contract Maintenance Charge will be waived if the total amount of purchase payments you have made to this Contract on or prior to the Payout Start Date reaches \$50,000 or more, or if, after the Payout Start Date, all income payments are Fixed Amount Income Payments.

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 and any applicable Withdrawal Charge, Market Value Adjustment, Contract Maintenance Charge and taxes.

Withdrawals from the Standard Fixed Account are subject to the restrictions described in the Standard Fixed Account Option provision.

Any Withdrawal Charge will be waived on withdrawals taken to satisfy IRS minimum distribution rules; however the amount of the withdrawal will reduce the Free Withdrawal Amount, as described in the provision below, available in a Contract Year. Withdrawals taken from any Guarantee Period Account of the Standard Fixed Account to satisfy IRS minimum distribution rules will count towards the 30% limit for transfers and withdrawals, as described in the Standard Fixed Account Option provision. This waiver is permitted only for withdrawals that satisfy required distributions resulting solely from this Contract.

Free Withdrawal Amount The Free Withdrawal Amount available in a Contract Year is equal to 15% of the purchase payments that are subject to a Withdrawal Charge as of the beginning of the Contract Year, plus 15% of the purchase payments added to the Contract during the Contract Year. Purchase payments that are no longer subject to a Withdrawal Charge will not be used to determine the Free Withdrawal Amount for a Contract Year, nor will they be assessed a Withdrawal Charge, if withdrawn.

During each Contract Year you may withdraw the Free Withdrawal Amount without incurring a Withdrawal Charge; however, the amount withdrawn may be subject to a Market Value Adjustment and any applicable taxes. If you do not withdraw the entire Free Withdrawal Amount during a Contract Year, any remainder is not carried forward to increase the Free Withdrawal Amount in a subsequent Contract Year. The Free Withdrawal Amount is only available during the Accumulation Phase of the Contract.

Withdrawal Charge A Withdrawal Charge may be assessed on certain withdrawals. For purposes of assessing 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 during the Accumulation Phase 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: 8.5% 8.5% 8.5% 7.5% 6.5% 5.5% 4% 2.5% 0%

For each purchase payment withdrawal, the "Payment Year" in the table above is the 365 day year (366 days for a leap year) beginning on the day we received the purchase payment. The Withdrawal Charge is determined by multiplying the percentage corresponding to the Payment Year in the table above and the amount of each purchase payment withdrawal that is in excess of the Free Withdrawal Amount.

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.

If there is more than one new Owner taking a share of the Death Proceeds, described in the Death Proceeds provision, each new Owner will be treated as a separate and independent Owner of his or her respective share of the Death Proceeds. Each new Owner will exercise all rights related to his or her share of the Death Proceeds, including the sole right to elect one of the Option(s) below, subject to any restrictions previously placed upon the new Owner. Each new Owner may designate a Beneficiary(ies) for his or her respective share, but that designated Beneficiary(ies) will be restricted to the Option chosen by the original new Owner.

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

The Options available to the new Owner will be determined by the applicable following Category in which the new Owner is defined. If the new Owner took ownership of the Contract as the Beneficiary, the new Owner's Options will be subject to any restrictions previously placed upon the Beneficiary. An Option will be deemed to have been chosen on the day we receive written notification in a form satisfactory to us.

Category 1. If your spouse is the sole new Owner of the entire Contract, your spouse must choose from Options A, B, C or D, described below. If your spouse does not choose one of these Options, Option D will apply.

Category 2. If the new Owner is a living person who is not your spouse, or if there are multiple living new Owners, the new Owner(s) must choose from Options A, B or C, described below. If a new Owner does not choose Option A, B or C, Option C will apply for such new Owner.

Category 3. If the new Owner is a corporation, trust or other non-living person, the new Owner must choose between Options A or C, described below. If the new Owner does not choose Option A or C, Option C will apply.

The following Death of Owner Options are available, as applicable:

Option A. The new Owner may elect to receive the Death Proceeds in a lump sum.

Option B. The new Owner may elect to receive the Death Proceeds paid out under one of the Income Plans described in the Payout Phase section, subject to the following conditions:

Income payments must begin within one year of your date of death. Income payments must be payable:

- * over the life of the new Owner; or
- * for a guaranteed payment period of at least 5 years, but not to exceed the life expectancy of the new Owner; or # over the life of the new Owner with a guaranteed payment period of at least 5 years, but not to exceed the life expectancy of the new Owner.

Option C. The new Owner may elect to receive the Contract Value payable within 5 years of your date of death. If the new Owner elects this Option, the Contract Value will be recalculated to equal the Death Proceeds, determined as of the day we receive the first complete request for settlement of the Death Proceeds. Unless otherwise instructed by the new Owner, if the Death Proceeds is greater than the Contract Value immediately before it is recalculated, the excess, if any, of the Death Proceeds over the Contract Value will be allocated to the money market Variable Sub-account. Thereafter, the new Owner may exercise all rights as set forth in the Transfers provision during this 5 year period.

No additional purchase payments may be added to the Contract under this election. Withdrawal Charges will be waived for any withdrawals made during this 5 year period; however the amount withdrawn may be subject to a Market Value Adjustment.

If the new Owner dies prior to the complete liquidation of the Contract Value, then the new Owner's Beneficiary(ies) will receive the greater of the remaining Settlement Value or the remaining Contract Value. This amount must be fully withdrawn within 5 years of the date of the original Owner's death.

Option D. The new Owner may elect to continue the Contract in the Accumulation Phase. If the Owner was also the Annuitant, then the new Owner will be the new Annuitant. Only one Contract continuation is allowed under this Contract.

If the Contract is continued in the Accumulation Phase, the following conditions apply:

* If the new Owner elects this Option, the Contract Value will be recalculated to equal the Death Proceeds, determined as of the day we receive the first complete request for settlement of the Death Proceeds.

* Unless otherwise instructed by the new Owner, if the Death Proceeds is greater than the Contract Value immediately before it is recalculated, the excess, if any, of the Death Proceeds over the Contract Value will be allocated to the Sub-accounts of the Variable Account. This excess will be allocated in proportion to the percentages of 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 Proceeds, 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 after the date we determine the Death Proceeds, the new Owner may transfer all or a portion of the excess of the Death Proceeds, if any, into any combination of Variable Sub-accounts, the Standard Fixed Account and the Market Value Adjusted Fixed Account without incurring a transfer fee. 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 this Contract.

The new Owner may make a single withdrawal of any amount within one year of the date of your death without incurring a Withdrawal Charge; however, the amount withdrawn may be subject to a Market Value Adjustment.

Prior to the Payout Start Date, the Death Proceeds of the continued Contract will be as described in the Death Proceeds provision.

Under any of these Options, all ownership rights subject to the conditions stated in this provision or 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 Proceeds are paid.

We reserve the right to offer additional Death of Owner Options.

If the Owner dies after the Payout Start Date, refer to the Payout Phase section of this Contract.

Death of Annuitant If the Annuitant who is also the Owner dies prior to the Payout Start Date, the Death of Owner provision applies. If the Annuitant who is not also the Owner dies prior to the Payout Start Date, the Options available to the Owner will be determined by the applicable following Category in which the Owner is defined.

Category 1. If the Owner is a living person, prior to the Annuitant's death, the Owner must choose from Options A, B or D, as described below. We reserve the right to change the timing and manner of this selection. If the Owner does not choose Option A, B or D, Option D will apply.

Category 2. If the Owner is a corporation, trust or other non-living person, the Owner must choose between Options A or C, described below. If the Owner does not choose Option A or C, Option C will apply.

The following Death of Annuitant Options are available:

Option A. The Owner may elect to receive the Death Proceeds in a lump sum.

Option B. The Owner may elect to receive the Death Proceeds paid out under one of the Income Plans as described in the Payout Phase section. Income payments must begin within one year of the Annuitant's date of death.

Option C. The Owner may elect to receive the Contract Value payable within 5 years of the Annuitant's date of death. If the new Owner elects this Option, the Contract Value will be recalculated to equal the Death Proceeds, determined as of the day we receive the first complete request for settlement of the Death Proceeds. Unless otherwise instructed by the Owner, if the Death Proceeds is greater than the Contract Value immediately before it is recalculated, the excess, if any, of the Death Proceeds over the Contract Value will be allocated to the money market Variable Sub-account. Thereafter, the Owner may exercise all rights as set forth in the Transfers provision during this 5 year period.

No additional purchase payments may be added to the Contract under this election. Withdrawal Charges will be waived for any withdrawals made during this 5 year period; however the amount withdrawn may be subject to a Market Value Adjustment.

Option D. The Owner may elect to continue the Contract in the Accumulation Phase and the youngest Owner will become the Annuitant. The Contract Value of the continued Contract will not be adjusted to equal the Death Proceeds upon the death of the Annuitant.

Under any of these Options, all ownership rights, subject to the conditions stated in this provision, are available to the Owner from the date of the Annuitant's death to the date on which the Death Proceeds are paid.

We reserve the right to offer additional Death of Annuitant Options.

If the Annuitant dies after the Payout Start Date, refer to the Payout Phase section of this Contract.

Death Proceeds If we receive a complete request for settlement of the Death Proceeds within 180 days of the date of the Owner's or Annuitant's death, the Death Proceeds are equal to the Death Benefit described below. Otherwise, the Death Proceeds are equal to the greater of the Contract Value or the Settlement Value.

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

We reserve the right to extend, on a non-discriminatory basis, the 180-day period in which the Death Proceeds will equal the Death Benefit. This right will only apply for purposes of determining the amount payable as Death 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 plus any associated Credit Enhancements reduced by a withdrawal adjustment for each withdrawal, as described below; or
- * the Contract Value as of the date we determine the Death Proceeds; or
- * the Settlement Value as of date we determine the Death Proceeds.

A 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 sum of all purchase payments plus any associated Credit Enhancements immediately prior to the withdrawal, less any prior withdrawal adjustments.

Settlement Value The Settlement Value is the amount that would be paid in the event of a full withdrawal of the Contract Value.

PAYOUT PHASE

Payout Phase Defined The "Payout Phase" is the second of the two phases during your Contract. The Payout Phase begins on the Payout Start Date. It continues until we make the last payment as provided by the Income Plan(s) 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 anticipated Payout Start Date is the later of:

- * the Annuitant's 99th birthday; or
- * the 10th anniversary of the Issue Date.

Income Plans An "Income Plan" is a series of payments to be made 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. For tax reporting purposes, your cost basis and any gain on the Contract will be allocated proportionately to each Income Plan chosen based on the proportion of your Contract Value applied to each Income Plan. We reserve the right to limit the number of Income Plans that you may select.

Income Plan 1 - Life Income with Guaranteed Number of Payments We will make payments for as long as the Annuitant lives. If the Annuitant dies in the Payout Phase, we will continue to pay income payments until the guaranteed number of payments have been paid. The number of months guaranteed ("Guaranteed Payment Period") may range from 0 to 360 months. If the Annuitant is age 90 or older as of the Payout Start Date, the Guaranteed Payment Period may range from 60 to 360 months.

Income Plan 2 - Joint and Survivor Life Income with Guaranteed Number of 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 in the Payout Phase, we will continue to pay income payments until the guaranteed number of payments have been paid. The Guaranteed Payment Period may range from 0 to 360 months. If either the Annuitant or joint Annuitant is age 90 or older as of the Payout Start Date, the Guaranteed Payment Period may range from 60 to 360 months.

Income Plan 3 - Guaranteed Number of Payments We will make payments for a Guaranteed Payment Period. These payments do not depend on the Annuitant's life. The minimum Guaranteed Payment Period is 60 months (120 months if the Payout Start Date occurs prior to the third anniversary of the Issue Date). The maximum Guaranteed Payment Period is 360 months 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 Guaranteed Payment Period exceed 600 months. Income Plan 3 offers a withdrawal option as described in the Payout Withdrawal provision. Income payments under Income Plan 3 are subject to the following:

* You may request to change the length of the Guaranteed Payment Period and the frequency of payments. You may make this change no more than once each Contract Year. 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 Guaranteed Payment Period, the new payment period must be within the original maximum and minimum payment period you would have been permitted to select on the Payout Start Date; however the maximum payment period available to you will be shortened by the period elapsed since the original payment period began.

* If you change the length of your Guaranteed Payment Period, we will compute the present value of all remaining payments, using the same assumptions we would use if you were terminating the guaranteed payment plan, as described in the Payout Withdrawal provision. We will then adjust the remaining income payments to equal what the computed present value would support based on those same assumptions and based on the revised Guaranteed Payment Period.

* Changes to either the frequency of payments or length of a Guaranteed Payment Period will result in a change to the payment amount and may change the amount of each payment that is taxable to you.

* Any change in the frequency of payments or length of a Guaranteed Payment Period takes effect on the next payment date after we accept the requested change.

We reserve the right to make other Income Plans available.

Income Payments For each Income Plan selected, payment amounts may vary with the performance of the chosen Variable Sub-accounts and/or may be fixed for the duration of the Income Plan. On the Payout Start Date, you must specify 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. For the portion of your Contract Value to be applied to Variable Amount Income Payments, you must also specify the Variable Sub-accounts on which to base the Variable Amount Income Payments as well as the allocation among those Variable Sub-accounts. 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, according to the Variable Sub-account allocations as of the Payout Start Date, and the remainder of the Contract Value 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 On the Payout Start Date, the portion of the Contract Value you specify to be applied to Variable Amount Income Payments, adjusted by any applicable Market Value Adjustment and less any applicable taxes, is applied to the appropriate income payment factor for the selected Income Plan to determine the Initial Variable Amount Income Value. An explanation of the basis for determining income payment factors is described in the Income Payment Tables provision.

The Initial Variable Amount Income Value will be allocated among the Variable Sub-accounts you have chosen in the proportions you specified, as described above in the Income Payments provision. The portion of the Initial Variable Amount Income Value allocated to a particular Variable Sub-account is divided by the Annuity Unit Value for that Variable Sub-account on the Payout Start Date. This determines the number of Annuity Units from that Sub-account which will be used to determine your Variable Amount Income Payments. Variable Amount Income Payments, which include your first Variable Amount Income Payment, will vary depending on changes in the Annuity Unit Values for the Sub-accounts upon which the income payments are based. Unless Annuity Transfers are made between Sub-accounts, each income payment from that Sub-account will be that number of Annuity Units multiplied by 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 On the Payout Start Date, the portion of the Contract Value you specify, adjusted by any applicable Market Value Adjustment and less applicable taxes, will be applied to Fixed Amount Income Payments. The Fixed Amount Income Payment is determined by applying the above value to the greater of:

- * The appropriate income payment factor for the selected Income Plan from the Income Payment Tables shown in the Income Payment Tables provision. An explanation of the basis for determining the income payment factors is described in the Income Payment Tables provision.
- * An income payment factor for the selected Income Plan that we are offering on the Payout Start Date.

Fixed Amount Income Payments are fixed for the duration of the Income Plan.

Annuity Transfers After the Payout Start Date, you may make transfers among the Variable Sub-accounts. You may make up to 12 transfers per Contract Year within each Income Plan. No transfers may be made from the Fixed Amount Income Payments nor may transfers be made among Income Plans. Multiple transfers on a single Valuation Date are considered a single transfer.

Payout Withdrawal A Payout Withdrawal is a withdrawal of all or a portion of the allowable Withdrawal Value under an Income Plan. You may withdraw all or a portion of the Withdrawal Value under Income Plan 3 at any time, subject to a Payout Withdrawal Charge, by notice in a form satisfactory to us. For Variable Amount Income Payments, the Withdrawal 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, the Withdrawal 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. For this calculation, the Applicable Current Interest Rate is the rate we are using to determine income payments for a new annuitization with a payment period equal to the remaining payment period of the income payments being terminated on the day we receive your written payout withdrawal request.

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 present 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 Income Plan(s) and the Investment Alternative(s) from which you wish to make a 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. On the day you withdraw all or a part of your Withdrawal Value, the Withdrawal Value will be reduced by the amount of the Payout Withdrawal. The remaining income payments will be reduced so that the present value of the reduced income payments plus the amount of the Payout Withdrawal will be equivalent to the present value of the income payments just prior to the Payout Withdrawal.

Payout Withdrawal Charge For purposes of assessing 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 9 and Later

Percentage: 8.5% 8.5% 8.5% 7.5% 6.5% 5.5% 4% 2.5% 0%

For each purchase payment withdrawal, the "Payment Year" in the table is the 365 day period (366 days for a leap year) beginning on the date we receive the purchase payment. The Payout Withdrawal Charge is determined by multiplying the percentage corresponding to the Payment Year in the table above by 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 when it is applied to the Income Plan(s) you choose, or if the Contract Value is not enough to provide an initial payment of at least \$20 when it is applied to the Income Plan(s) you choose, 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 selection of an Income Plan from you at least 30 days before the Payout Start Date, the Income Plan will be deemed to be Life Income with a Guaranteed Payment Period of 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, 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. You may terminate income payments and withdraw the Withdrawal Value under Income Plan 3 at any time, subject to Payout Withdrawal Charges.
- * If any Owner dies during the Payout Phase, 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. Any remaining income payments will be paid to the new Owner as scheduled.

INCOME PAYMENT TABLES

The Income Payment Tables shown below contain monthly income payment factors per \$1,000 applied, which were calculated using the Annuity 2000 Mortality Tables and an annual interest rate of 3%. For ages and guaranteed payment periods not shown, monthly income payment factors will be calculated on a basis consistent with the factors shown. The adjusted age of the Annuitant is used to determine the appropriate monthly income payment factor to apply for the selected Income Plan. 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.

The Income Payment Tables below will be used to determine the following:

- * For Variable Amount Income Payments and an Assumed Investment Rate of 3%, the initial monthly income payment for the selected Income Plan. Subsequent monthly income payments will vary as described in the Variable Amount Income Payments provision. For Variable Amount Income Payments with an Assumed Investment Rate other than 3%, monthly income payment factors will be calculated on a basis consistent with the factors shown in the Income Payment Tables using an interest rate equal to the Assumed Investment Rate.
- * For Fixed Amount Income Payments, the minimum guaranteed monthly income payment for the selected Income Plan.

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 Adjusted Age	Annuitant's Adjusted Male Age	Annuitant's Adjusted Female Age	Annuitant's Adjusted Male Age	Annuitant's Adjusted Female Age
35	\$3.34	\$3.22	49	\$3.99
36	\$3.38	\$3.24	50	\$4.05
37	\$3.41	\$3.27	51	\$4.11
38	\$3.45	\$3.30	52	\$4.18
39	\$3.49	\$3.34	53	\$4.26
40	\$3.53	\$3.37	54	\$4.33
41	\$3.57	\$3.41	55	\$4.41
42	\$3.62	\$3.44	56	\$4.50
43	\$3.66	\$3.48	57	\$4.58
44	\$3.71	\$3.52	58	\$4.68
45	\$3.76	\$3.57	59	\$4.78
46	\$3.81	\$3.61	60	\$4.88
47	\$3.87	\$3.66	61	\$4.99
48	\$3.93	\$3.71	62	\$5.11
			63	\$5.23
			64	\$5.35
			65	\$5.49
			66	\$5.62
			67	\$5.77
			68	\$5.92
			69	\$6.07
			70	\$6.23
			71	\$6.39
			72	\$6.56
			73	\$6.73
			74	\$6.90
			75	\$7.08
			76	\$7.26
			77	\$7.44
			78	\$7.62
			79	\$7.80
			80	\$7.98

=====

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 Adjusted Age
35	\$3.06
40	\$3.12
45	\$3.17
50	\$3.22
55	\$3.26
60	\$3.28
65	\$3.31
70	\$3.32
75	\$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, excluding accrued interest.

Unless otherwise specified, all references in this Contract to days, months or years shall mean calendar days, months or years.

Only our officers may change the Contract or waive a right or requirement of the Contract. 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 or as otherwise permitted by the terms of this Contract.

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. The effective date of the information in the annual statement will not be more than two months before the date of the mailing. We will provide you with Contract Value information at any time upon request. The information presented will comply with any applicable law.

Settlements 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 contractholders.

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.

**ALLSTATE LIFE
INSURANCE COMPANY
A Stock Company**

Home Office: Allstate Plaza, Northbrook, Illinois 60062-7154

FLEXIBLE PREMIUM DEFERRED VARIABLE ANNUITY CONTRACT

This Contract is issued to the owner in consideration of the initial purchase payment. Allstate Life Insurance 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 Allstate Life Insurance Company.

CONTRACT SUMMARY

This flexible premium deferred variable annuity provides a cash withdrawal benefit and a death benefit 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 AND ARE NOT GUARANTEED AS TO DOLLAR AMOUNT.

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 AND ALLSTATE LIFE INSURANCE COMPANY.

RETURN PRIVILEGE

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 TO THE DATE OF CANCELLATION, PLUS ANY PURCHASE PAYMENTS ALLOCATED TO THE FIXED ACCOUNT OPTIONS. (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 Allstate Life variable annuity, please contact Allstate Life at (800) 390-1277.

Secretary Chairman and Chief Executive Officer

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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.

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

You may change the Owner or Beneficiary at any time. You may name a new Annuitant only upon the death of the current Annuitant. You may restrict income payments to Beneficiaries. Once we have received a satisfactory written request for a change of Owner or Beneficiary, or restricted payments to any Beneficiary, the change will take effect as of the date you signed it. We are not liable for any payment we make or other action we take before receiving any written request for a change from you. You may not assign an interest in this Contract as collateral or security for a loan.

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 and will receive any subsequent guaranteed income payments.

If more than one person is designated as Owner:

1. Owner as used in this Contract refers to all persons named as Owners, unless otherwise indicated;
2. any request to exercise ownership rights must be signed by all Owners; and
3. 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. The Annuitant must be a living individual.

BENEFICIARY The Beneficiary is the person(s) named on the Annuity Data Page, but may be changed by the Owner, as described above. We will determine the Beneficiary from the most recent written request we have received from you. If you do not name a Beneficiary or if the Beneficiary named is no longer living, the Beneficiary will be:

1. your spouse if living; otherwise
2. your children equally if living; otherwise
3. your estate.

The Beneficiary may become the Owner under the circumstances described in the Owner provision above.

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

INVESTMENT ALTERNATIVES The "Investment Alternatives" are the subaccounts of the Variable Account and the Fixed Account Options. We reserve the right to

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limit the availability of the Investment Alternatives for new investments.

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 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.

VARIABLE ACCOUNT The "Variable Account" for this Contract is the Allstate Life Insurance Company Separate Account A. This account is a separate investment account to which we allocate assets contributed under this and certain other contracts. These assets will not be charged with liabilities arising from any other business we may have.

VARIABLE SUBACCOUNTS The Variable Account is divided into subaccounts. Each subaccount invests solely in the shares of the mutual fund underlying that subaccount.

FIXED ACCOUNT OPTIONS **The Fixed Account Option is the Standard Fixed Account.**

STANDARD FIXED ACCOUNT Money in the Standard Fixed Account will earn interest at the current rate in effect at the time of allocation or transfer to the Standard Fixed Account for the guarantee period. We will offer a one year guarantee period. Other guarantee periods will be offered at our discretion. Subsequent renewal dates will be on anniversaries of the first renewal date. After the initial guarantee period, a renewal rate will be declared.

CREDITING INTEREST We credit interest daily to money allocated to the Fixed Account Option at a rate which compounds over one year to the interest rate we guaranteed when the money was allocated. We will credit interest to the initial purchase payment allocated to the Fixed Account Option from the issue date. We will credit interest to subsequent purchase payments allocated to the Fixed Account Option from the date we receive them at a rate declared by us. We will credit interest to transfers to the Standard Fixed Account from the date the transfer is made. The interest rate for the Fixed Account Option will never be less than the minimum guaranteed rate shown on the Annuity Data Page.

TRANSFERS Prior to the Payout Start Date, you may transfer amounts among 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 transfer fee of .50% of the amount transferred. Transfers are subject to the following restrictions:

1. The maximum amount transferable from the Standard Fixed Account during any Contract Year is the greater of 30% of the Standard Fixed Account balance as of the last Contract Anniversary or the greatest of any prior transfer from the Standard Fixed Account. This limitation does not apply to dollar cost averaging. However, if any interest rate is renewed at a rate at least one percentage point less than the previous rate, the Contract Owner may elect to transfer up to 100% of the Funds receiving that reduced rate within 60 days of the notification of the interest rate decrease. The Company reserves the right to defer transfers from the Standard Fixed Account for up to six months from the date of request.

2. The minimum amount that may be transferred from the Standard Fixed Account or a Subaccount of the Variable Account is \$100; if the total amount remaining in the Standard Fixed Account or the Subaccount of the Variable Account after a transfer would be less than \$100, the entire amount may also be transferred.

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3. We reserve the right to limit the number of transfers in any Contract Year or to refuse any transfer request for an Owner or certain Owners if, in our sole discretion, we believe that:

- a. 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
- b. 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 restrictions contained in this Contract.

CONTRACT VALUE On the issue date of the Contract, the "Contract Value" is equal to the initial purchase payment. After the issue date, the "Contract Value" is equal to the sum of:

1. the number of Accumulation Units you hold in each subaccount of the Variable Account multiplied by the Accumulation Unit Value for that subaccount on the most recent Valuation Date; plus
2. the total value you have in the Fixed Account Option.

If you withdraw the entire Contract Value, you may receive an amount less than the Contract Value because a Withdrawal Charge, income tax withholding, and a premium tax charge may apply.

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.

ACCUMULATION UNITS AND ACCUMULATION UNIT VALUE Amounts which you allocate to a subaccount of the Variable Account are used to purchase Accumulation Units in that subaccount. The Accumulation Unit Value for each subaccount 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 subaccount's Net Investment Factor for the Valuation Period. The Accumulation Unit Values may go up or down. Additions or transfers to a subaccount of the Variable Account will increase the number of Accumulation Units for that subaccount. Withdrawals or transfers from a subaccount of the Variable Account will decrease the number of Accumulation Units for that subaccount.

NET INVESTMENT FACTOR For each Variable Subaccount, the "Net Investment Factor" for a Valuation Period is equal to:

1. The sum of:
 - a. the net asset value per share of the mutual fund underlying the subaccount determined at the end of the current Valuation Period, plus
 - b. the per share amount of any dividend or capital gain distributions made by the mutual fund underlying the subaccount during the current Valuation Period.
2. Divided by the net asset value per share of the mutual fund underlying the subaccount determined as of the end of the immediately preceding Valuation Period.

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3. The result is reduced by the Mortality and Expense Risk Charge corresponding to the portion of the current calendar year that is in the current Valuation Period.

CHARGES The charges for this Contract include Mortality and Expense Risk Charges, transfer charges, and any applicable taxes. If a withdrawal is made, the Contract may also be subject to a Withdrawal Charge.

MORTALITY AND EXPENSE RISK CHARGE The annualized Mortality and Expense Risk Charge will never be greater than 1.65%. (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.

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 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 the amount paid to you and any applicable Withdrawal Charge and/or taxes. Any Withdrawal Charge 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.

WITHDRAWAL CHARGE Withdrawals will be subject to a Withdrawal Charge as follows:

Payment Year: 1 2 3 and Later

Percentage: 2% 1% 0%

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.

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 each purchase payment withdrawal.

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). 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

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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:

i. 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.

ii. The surviving spouse may make a single withdrawal of any amount within one year of the date of death without incurring a Withdrawal Charge.

iii. Prior to the Payout Start Date, the Death Benefit of the continued Contract will be the greater of:

1) the sum of all purchase payments less any withdrawals, as defined in the Death Benefit provision; or

2) the Contract Value on the date we determine the Death Benefit; or

3) the Maximum Anniversary Value, as defined in the Death Benefit provision, with the following changes:

A. "Date of Issue" is replaced by the date the Contract is continued; and

B. "Initial purchase payment" is replaced with the Death Benefit as determined at the end of the Valuation Period during which we received due proof of death.

2. IF THE NEW OWNER IS NOT YOUR SPOUSE BUT IS A NATURAL 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. The new Owner may make a single withdrawal of any amount within one year of the date of death without incurring a Withdrawal Charge.

3. IF THE NEW OWNER IS A CORPORATION OR OTHER NON-NATURAL PERSON:

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

b. The non-natural 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-natural person, all new Owners will be considered to be non-natural persons for the above purposes.

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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 beyond 180 days the period when we will pay the Death Benefit.

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. If the option selected is 1(a) or 1(b)(ii) below, the new Annuitant will be the youngest Owner, unless the Owner names a different Annuitant.

1. IF THE OWNER IS A NATURAL PERSON:

- a. The Owner may choose to continue this Contract as if the death had not occurred; or
- b. If we receive due proof of death within 180 days of the date of the Annuitant's death, then the Owner may alternatively choose to:
 - i. Receive the Death Benefit in a lump sum; or
 - ii. Apply the Death Benefit to an Income Plan which must begin within one year of the date of death.

2. IF THE OWNER IS A NON-NATURAL PERSON:

- a. The non-natural 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-natural 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-natural Owner does not make one of the above described elections, the Settlement Value must be withdrawn by the non-natural 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 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 beyond 180 days the period when we will pay the Death Benefit.

DEATH BENEFIT Except as defined in the Death of Owner provision, when the surviving spouse continues the Contract, prior to the Payout Start Date, the Death Benefit is equal to the greatest of the following Death Benefit alternatives:

- 1. the sum of all purchase payments less any withdrawals; or
- 2. the Contract Value on the date we determine the Death Benefit; or
- 3. the Maximum Anniversary Value.
 - a. On the date of issue, the Maximum Anniversary Value is equal to the initial purchase payment.
 - b. After issue, the Maximum Anniversary Value is recalculated when a purchase payment or withdrawal is made or on a contract anniversary as follows:
 - i. For purchase payments, the Maximum Anniversary Value is equal to the most recently calculated Maximum Anniversary Value plus the purchase payment.
 - ii. For withdrawals, the Maximum Anniversary Value is equal to the most recently calculated Maximum Anniversary Value reduced by a withdrawal adjustment, as defined below.

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- iii. On each contract anniversary, the Maximum Anniversary Value is equal to the greater of the Contract Value or the most recently calculated Maximum Anniversary Value.

In the absence of any withdrawals or purchase payments, the Maximum Anniversary Value will be the greatest of all anniversary Contract Values on or prior to the date we calculate the Death Benefit. The Maximum Anniversary Value will be recalculated until the first Contract anniversary after the 80th birthday of the oldest Owner or, if no Owner is a living individual, the Annuitant. After that date, the Maximum Anniversary Value will be recalculated only for purchase payments and withdrawals. The Maximum Anniversary Value will never be greater than the maximum death benefit allowed by any non-forfeiture laws which govern this Contract.

The withdrawal adjustment is equal to (a) divided by (b), with the result multiplied by (c), where:

- (a) = the withdrawal amount.
- (b) = the Contract Value immediately prior to the withdrawal.
- (c) = the value of the applicable Death Benefit alternative immediately prior to the withdrawal.

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 a full 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, whichever is earlier.

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PAYOUT PHASE

PAYOUT PHASE DEFINED The "Payout Phase" is the second of the two phases during your Contract. During this phase the Contract Value 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 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 on or before the later of:

1. the Annuitant's 90th birthday; or
2. 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 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 be Variable Amount Income Payments, Fixed Amount Income Payments, or both. The method of calculating the initial payment is different for the two types of payments.

VARIABLE AMOUNT INCOME PAYMENTS Variable Amount Income Payments will vary to reflect the performance of the Variable Account. The portion of the initial income payment based upon a particular Variable subaccount is determined by applying the amount of the Contract Value in that subaccount 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 subaccount to determine the number of Annuity Units from that subaccount which will be used to determine subsequent income payments. Unless transfers are made between subaccounts, each subsequent income payment from that subaccount will be that number of Annuity Units times the Annuity Unit Value for the subaccount for the Valuation Date on which the income payment is made.

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ANNUITY UNIT VALUE The Annuity Unit Value for each subaccount of the Variable Account at the end of any Valuation Period is calculated by:

1. multiplying the Annuity Unit Value at the end of the immediately preceding Valuation Period by the subaccount's Net Investment Factor during the period; and then
2. 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%. We reserve the right to offer an assumed investment rate greater than 3%.

FIXED AMOUNT INCOME PAYMENTS The income payment amount derived from any monies allocated to the Fixed Account option during the Accumulation Phase is 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 Option on the Payout Start Date, 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 be made only if Income Plan 3 has been chosen, and 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:

1. If no purchase payments have been received for two years and 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:
 - a. change the payment frequency to make the payment at least \$20; or
 - b. terminate the Contract and pay you the Contract Value less any applicable taxes in a lump sum.
2. 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.
3. If you choose an Income Plan which depends on any person's life, we may require:
 - a. proof of age and sex before income payments begin; and
 - b. proof that the Annuitant or joint Annuitant is still alive before we make each payment.
4. After the Payout Start Date, the Income Plan cannot be changed and withdrawals cannot be made unless income payments are being made under Income Plan 3. You may terminate the income payments being made under Income Plan 3 at any time and withdraw their value, subject to Withdrawal Charges.
5. If any Owner dies during the Payout Phase, the remaining income payments will be paid to the successor Owner as scheduled.

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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 on the Payout Start Date reduced by one year for each six full years between January 1, 1983 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 1983a Annuity 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	\$3.43	\$3.25	49	\$4.15	\$3.82	63	\$5.52	\$4.97
36	3.47	3.28	50	4.22	3.88	64	5.66	5.09
37	3.51	3.31	51	4.29	3.94	65	5.80	5.22
38	3.55	3.34	52	4.37	4.01	66	5.95	5.35
39	3.60	3.38	53	4.45	4.07	67	6.11	5.49
40	3.64	3.41	54	4.53	4.14	68	6.27	5.64
41	3.69	3.45	55	4.62	4.22	69	6.44	5.80
42	3.74	3.49	56	4.71	4.29	70	6.61	5.96
43	3.79	3.53	57	4.81	4.38	71	6.78	6.13
44	3.84	3.58	58	4.92	4.46	72	6.96	6.31
45	3.90	3.62	59	5.02	4.55	73	7.13	6.50
46	3.96	3.67	60	5.14	4.65	74	7.31	6.69
47	4.02	3.72	61	5.26	4.75	75	7.49	6.88
48	4.08	3.77	62	5.39	4.86			

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	\$3.09	\$3.16	\$3.23	\$3.28	\$3.32	\$3.36	\$3.39	\$3.40	\$3.42
40	3.13	3.22	3.31	3.39	3.46	3.51	3.56	3.59	3.61
45	3.17	3.28	3.39	3.50	3.60	3.69	3.76	3.81	3.85
50	3.19	3.32	3.45	3.60	3.74	3.87	3.98	4.07	4.14
55	3.21	3.35	3.51	3.68	3.87	4.06	4.23	4.37	4.48
60	3.23	3.37	3.55	3.75	3.98	4.23	4.47	4.70	4.88
65	3.24	3.39	3.57	3.80	4.07	4.37	4.71	5.04	5.34
70	3.24	3.40	3.59	3.83	4.13	4.48	4.90	5.36	5.81
75	3.25	3.41	3.61	3.86	4.17	4.56	5.04	5.61	6.22

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 application, and any Contract endorsements and riders.

All statements made in a written application 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.

We may not modify this Contract without your consent, except to make it comply with any changes in the Internal Revenue Code or as required by any other applicable law. Only our officers may change this Contract. No other individual may do this.

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:

1. pay all amounts underpaid including interest calculated at an effective annual rate of 6%; or
2. stop payments until the total payments are equal to the corrected amount.

ANNUAL STATEMENT At least once a year, prior to the Payout Start Date, we will send you a statement containing Contract Value information. The effective date of the information in the annual statement will not be more than two months before date of mailing. 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.

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DEFERMENT OF PAYMENTS We will pay any amounts due from the Variable Account under this Contract within seven days, unless:

1. the New York Stock Exchange is closed for other than usual weekends or holidays, or trading on such Exchange is restricted;
2. an emergency exists as defined by the Securities and Exchange Commission; or
3. 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 from the Fixed Account for 30 days or more, we will pay interest as required by applicable law. Any interest would be payable from the date the withdrawal request is received by us to the date the payment 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 subaccounts of the Variable Account. We will not substitute any shares attributable to your interest in a subaccount 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 subaccounts of the Variable Account, each of which would invest in shares of a mutual fund. You may then instruct us to allocate purchase payments or transfers to such subaccounts, subject to any terms set by us or the mutual fund.

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.

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PA137

(roll-up ADVISOR/PREF 5/02)

ALLSTATE LIFE INSURANCE COMPANY
(herein called "we" or "us")

Enhanced Beneficiary Protection Rider A
(Annual Increase)

This rider was issued because you selected the Enhanced Beneficiary Protection Rider A. This rider modifies the benefit provided by your Contract, to the extent described below, and the charge for this rider is in addition to charges defined in your Contract.

As used in this rider, "Contract" means the Contract or Certificate to which this rider is attached.

For purposes of this rider, "Rider Date" is the date this rider was made a part of your Contract: xx/xx/xxxx

The annualized Mortality and Expense Risk Charge for this rider is .30%

The following changes are made to your Contract.

I. Enhanced Beneficiary Protection Benefit

The Death Benefit provision of your Contract is hereby modified as follows:

Prior to the Payout Start Date, the Death Benefit is equal to the greater of the Death Benefit, defined in the Death Benefit provision of your Contract, or the value of the Enhanced Beneficiary Protection Benefit.

The Enhanced Beneficiary Protection Benefit is determined as follows:

o On the Rider Date, the Enhanced Beneficiary Protection Benefit is equal to the Contract Value.

o After the Rider Date, the Enhanced Beneficiary Protection Benefit will accumulate daily at a rate equivalent to 5% per year and is recalculated each time a purchase payment or withdrawal is made as follows:

1. For purchase payments, the Enhanced Beneficiary Protection Benefit is equal to the most recently calculated Enhanced Beneficiary Protection Benefit plus the purchase payment.

2. For withdrawals, the Enhanced Beneficiary Protection Benefit is equal to the most recently calculated Enhanced Beneficiary Protection Benefit reduced by a withdrawal adjustment, as defined below.

o The accumulation will continue until the earlier of:

1. the first Contract anniversary following the 80th birthday of either the oldest Owner or the oldest Annuitant, whichever is earlier, or

2. the date we determine the Death Proceeds.

o After the 80th birthday of either the oldest Owner or the oldest Annuitant, whichever is earlier, the Enhanced Beneficiary Protection Benefit will be recalculated only for purchase payments and withdrawals.

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The Enhanced Beneficiary Protection Benefit will not exceed the amount equal to:

o 200% of the Contract Value as of the Rider Date; plus

o 200% of any purchase payments made after the Rider Date (excluding purchase payments made in the twelve-month period immediately prior to the death of the Owner or the Annuitant); minus

o withdrawal adjustments for any withdrawals made after the Rider Date.

Withdrawal Adjustment

A withdrawal adjustment is equal to (a) divided by (b), with the result multiplied by (c), where:

(a) is the withdrawal amount.

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

(c) is the Enhanced Beneficiary Protection Benefit immediately prior to the withdrawal.

The Enhanced Beneficiary Protection Benefit will never be greater than the maximum death benefit allowed by any nonforfeiture laws which govern this Contract.

II. Mortality and Expense Risk Charge

The annualized Mortality and Expense Risk Charge, for this rider, is shown on page 1 of this rider. After the Rider Date, the Mortality and Expense Risk Charge for this rider will not change.

III. Death of Owner or Annuitant

Upon the death of the Owner or the Annuitant, one of the following three provisions will apply, depending upon which Option is elected under the Death of Owner or the Death of Annuitant provisions of the Contract:

1. If the Contract is continued under Option D of the Death of Owner provision of the Contract, then:

a. If both the oldest new Owner and the oldest Annuitant are age 80 or younger on the date we determine the Death Proceeds, then this rider will continue. The amount of the Enhanced Beneficiary Protection Benefit as of the date we determine the Death Proceeds, plus subsequent purchase payments, less withdrawal adjustments for any subsequent withdrawals, will accumulate daily at a rate equivalent to 5% per year from the date we determine the Death Proceeds, until the earlier of:

o The first Contract anniversary following the 80th birthday of either the oldest new Owner or the oldest Annuitant, whichever is earlier. (After the 80th birthday of either the oldest new Owner or the oldest Annuitant, whichever is earlier, the Enhanced Beneficiary Protection Benefit will be recalculated only for purchase payments and withdrawals); or

o The date we next determine the Death Proceeds.

b. If either the oldest new Owner or the oldest Annuitant is older than age 80 on the date we determine the Death Proceeds, then this rider will terminate and the corresponding Mortality and Expense Risk Charge for this rider will cease as of that date.

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2. If the Contract is continued under Option D of the Death of Annuitant provision of the Contract, then:

This rider will continue and the Enhanced Beneficiary Protection Benefit will continue to be calculated according to Section I above.

3. If the Contract is not continued under either 1. or 2. above, then:

The Death Proceeds will be determined under the terms and conditions stated in the Contract and Section I above. We will determine the value of the Enhanced Beneficiary Protection Benefit on the date we determine the Death Proceeds. This rider will terminate and the corresponding Mortality and Expense Risk Charge for this rider will cease as of that date.

Except as provided above, all other terms and conditions of the Death of Owner and the Death of Annuitant provisions of the Contract continue to apply.

IV. Termination of this Rider

This Enhanced Beneficiary Protection Rider A will terminate and the corresponding Mortality and Expense Risk Charge for this rider will cease on the earliest to occur of:

o On the date this rider is terminated under Section III.1.b. and Section III.3., above; or

o On the date the Owner (if the current Owner is a living person) is changed for any reason other than death unless the new Owner is a trust and the Annuitant is the current Owner; or

o On the date the Owner (if the current Owner is a non-living person) is changed for any reason unless the new Owner is a non-living person or is the current Annuitant; or

o On the date the Contract is terminated; or

o On the Payout Start Date.

Otherwise, this rider may not be terminated.

V. Investment Limitations for this Rider

We reserve the right to impose limitations on the Investment Alternatives in which you may invest. These limitations may include, but are not limited to, maximum investment limits on certain Variable Sub-accounts or on certain Fixed Account Options, exclusion of certain Variable Sub-accounts or of certain Fixed Account Options, required minimum allocations to certain Variable Sub-accounts, and/or the required use of automatic portfolio rebalancing. A current explanation and list of investment limitations is set forth in the prospectus that pertains to your Contract.

Except as amended by this rider, the Contract remains unchanged.

[GRAPHIC OMITTED][GRAPHIC OMITTED]

Secretary Chairman and Chief Executive Officer

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ALLSTATE LIFE INSURANCE COMPANY
(herein called "we" or "us")

Enhanced Beneficiary Protection Rider A
(Annual Increase)

This rider was issued because you selected the Enhanced Beneficiary Protection Rider A. This rider modifies the benefit provided by your Contract, to the extent described below, and the charge for this rider is in addition to charges defined in your Contract.

As used in this rider, "Contract" means the Contract or Certificate to which this rider is attached.

For purposes of this rider, "Rider Date" is the date this rider was made a part of your Contract: xx/xx/xxxx

The annualized Mortality and Expense Risk Charge for this rider is .30%

The following changes are made to your Contract.

I. Enhanced Beneficiary Protection Benefit

The Death Benefit provision of your Contract is hereby modified as follows:

Prior to the Payout Start Date, the Death Benefit is equal to the greater of the Death Benefit, defined in the Death Benefit provision of your Contract, or the value of the Enhanced Beneficiary Protection Benefit.

The Enhanced Beneficiary Protection Benefit is determined as follows:

- o On the Rider Date, the Enhanced Beneficiary Protection Benefit is equal to the Contract Value.
- o After the Rider Date, the Enhanced Beneficiary Protection Benefit will accumulate daily at a rate equivalent to 5% per year and is recalculated each time a purchase payment or withdrawal is made as follows:
 1. For purchase payments, the Enhanced Beneficiary Protection Benefit is equal to the most recently calculated Enhanced Beneficiary Protection Benefit plus the purchase payment and its associated Credit Enhancement.
 2. For withdrawals, the Enhanced Beneficiary Protection Benefit is equal to the most recently calculated Enhanced Beneficiary Protection Benefit reduced by a withdrawal adjustment, as defined below.

o The accumulation will continue until the earlier of:

1. the first Contract anniversary following the 80th birthday of either the oldest Owner or the oldest Annuitant, whichever is earlier, or
2. the date we determine the Death Proceeds.

o After the 80th birthday of either the oldest Owner or the oldest Annuitant, whichever is earlier, the Enhanced Beneficiary Protection Benefit will be recalculated only for purchase payments and withdrawals.

The Enhanced Beneficiary Protection Benefit will not exceed the amount equal to:

- o 200% of the Contract Value as of the Rider Date; plus
- o 200% of any purchase payments and associated Credit Enhancements made after the Rider Date (excluding purchase payments and associated Credit Enhancements made in the twelve-month period immediately prior to the death of the Owner or the Annuitant); minus
- o withdrawal adjustments for any withdrawals made after the Rider Date.

Withdrawal Adjustment

A withdrawal adjustment is equal to (a) divided by (b), with the result multiplied by (c), where:

- (a) is the withdrawal amount.
- (b) is the Contract Value immediately prior to the withdrawal.
- (c) is the Enhanced Beneficiary Protection Benefit immediately prior to the withdrawal.

The Enhanced Beneficiary Protection Benefit will never be greater than the maximum death benefit allowed by any nonforfeiture laws which govern this Contract.

II. Mortality and Expense Risk Charge

The annualized Mortality and Expense Risk Charge, for this rider, is shown on page 1 of this rider. After the Rider Date, the Mortality and Expense Risk Charge for this rider will not change.

III. Death of Owner or Annuitant

Upon the death of the Owner or the Annuitant, one of the following three provisions will apply, depending upon which Option is elected under the Death of Owner or the Death of Annuitant provisions of the Contract:

1. If the Contract is continued under Option D of the Death of Owner provision of the Contract, then:

a. If both the oldest new Owner and the oldest Annuitant are age 80 or younger on the date we determine the Death Proceeds, then this rider will continue. The amount of the Enhanced Beneficiary Protection Benefit as of the date we determine the Death Proceeds, plus subsequent purchase payments and associated Credit Enhancements, less withdrawal adjustments for any subsequent withdrawals, will accumulate daily at a rate equivalent to 5% per year from the date we determine the Death Proceeds, until the earlier of:

o The first Contract anniversary following the 80th birthday of either the oldest new Owner or the oldest Annuitant, whichever is earlier. (After the 80th birthday of either the oldest new Owner or the oldest Annuitant, whichever is earlier, the Enhanced Beneficiary Protection Benefit will be recalculated only for purchase payments and withdrawals); or

o The date we next determine the Death Proceeds.

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b. If either the oldest new Owner or the oldest Annuitant is older than age 80 on the date we determine the Death Proceeds, then this rider will terminate and the corresponding Mortality and Expense Risk Charge for this rider will cease as of that date.

2. If the Contract is continued under Option D of the Death of Annuitant provision of the Contract, then:

This rider will continue and the Enhanced Beneficiary Protection Benefit will continue to be calculated according to Section I above.

3. If the Contract is not continued under either 1. or 2. above, then:

The Death Proceeds will be determined under the terms and conditions stated in the Contract and Section I above. We will determine the value of the Enhanced Beneficiary Protection Benefit on the date we determine the Death Proceeds. This rider will terminate and the corresponding Mortality and Expense Risk Charge for this rider will cease as of that date.

Except as provided above, all other terms and conditions of the Death of Owner and the Death of Annuitant provisions of the Contract continue to apply.

IV. Termination of this Rider

This Enhanced Beneficiary Protection Rider A will terminate and the corresponding Mortality and Expense Risk Charge for this rider will cease on the earliest to occur of:

o On the date this rider is terminated under Section III.1.b. and Section III.3., above; or

o On the date the Owner (if the current Owner is a living person) is changed for any reason other than death unless the new Owner is a trust and the Annuitant is the current Owner; or

o On the date the Owner (if the current Owner is a non-living person) is changed for any reason unless the new Owner is a non-living person or is the current Annuitant; or

o On the date the Contract is terminated; or

o On the Payout Start Date.

Otherwise, this rider may not be terminated.

V. Investment Limitations for this Rider

We reserve the right to impose limitations on the Investment Alternatives in which you may invest. These limitations may include, but are not limited to, maximum investment limits on certain Variable Sub-accounts or on certain Fixed Account Options, exclusion of certain Variable Sub-accounts or of certain Fixed Account Options, required minimum allocations to certain Variable Sub-Accounts, and/or the required use of automatic portfolio rebalancing. A current explanation and list of investment limitations is set forth in the prospectus that pertains to your Contract.

Except as amended by this rider, the Contract remains unchanged.

[GRAPHIC OMITTED][GRAPHIC OMITTED]

Secretary Chairman and Chief Executive Officer

ALLSTATE LIFE INSURANCE COMPANY
(herein called "we" or "us")

Enhanced Beneficiary Protection Rider B
(Maximum Anniversary Value)

This rider was issued because you selected the Enhanced Beneficiary Protection Rider B. This rider modifies the benefit provided by your Contract, to the extent described below, and the charge for this rider is in addition to charges defined in your Contract.

As used in this rider, "Contract" means the Contract or Certificate to which this rider is attached.

For purposes of this rider, "Rider Date" is the date this rider was made a part of your Contract: xx/xx/xxxx

The annualized Mortality and Expense Risk Charge for this rider is .30%

The following changes are made to your Contract.

I. Enhanced Beneficiary Protection Benefit

The Death Benefit provision of your Contract is hereby modified as follows:

Prior to the Payout Start Date, the Death Benefit is equal to the greater of the Death Benefit, defined in the Death Benefit provision of your Contract, or the value of the Enhanced Beneficiary Protection Benefit.

The Enhanced Beneficiary Protection Benefit is determined as follows:

o On the Rider Date, the Enhanced Beneficiary Protection Benefit is equal to the Contract Value.

o After the Rider Date, the Enhanced Beneficiary Protection Benefit is recalculated each time a purchase payment or withdrawal is made, and is also recalculated on each Contract anniversary as follows:

1. for purchase payments, the Enhanced Beneficiary Protection Benefit is equal to the most recently calculated Enhanced Beneficiary Protection Benefit plus the purchase payment.
2. for withdrawals, the Enhanced Beneficiary Protection Benefit is equal to the most recently calculated Enhanced Beneficiary Protection Benefit reduced by a withdrawal adjustment, as defined below.
3. on each Contract anniversary, the Enhanced Beneficiary Protection Benefit is equal to the greater of the Contract Value or the most recently calculated Enhanced Beneficiary Protection Benefit.

If no purchase payments or withdrawals are made after the Rider Date, the Enhanced Beneficiary Protection Benefit will be the highest of all the Contract Values on the following dates: the Rider Date and each Contract anniversary after the Rider Date but before the date we determine the Death Proceeds.

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The Enhanced Beneficiary Protection Benefit will be recalculated as described above until the earlier of:

1. the date we determine the Death Proceeds; or
2. the first Contract anniversary following the 80th birthday of either the oldest Owner or oldest Annuitant, whichever is earlier. After the first Contract anniversary following the 80th birthday of either the oldest Owner or the oldest Annuitant, whichever is earlier, the Enhanced Beneficiary Protection Benefit will be recalculated only for purchase payments and withdrawals.

Withdrawal Adjustment

A withdrawal adjustment is equal to (a) divided by (b) with the result multiplied by (c), where:

- (a) is the withdrawal amount.
- (b) is the Contract Value immediately prior to the withdrawal.
- (c) is the most recently calculated Enhanced Beneficiary Protection Benefit.

II. Mortality and Expense Risk Charge

The annualized Mortality and Expense Risk Charge, for this rider, is shown on page 1 of this rider. After the Rider Date, the Mortality and Expense Risk Charge for this rider will not change.

III. Death of Owner or Annuitant

Upon the death of the Owner or the Annuitant, one of the following three provisions will apply, depending upon which Option is elected under the Death of Owner or the Death of Annuitant provisions of the Contract:

1. If the Contract is continued under Option D of the Death of Owner provision of the Contract, then:

a. If the oldest new Owner and the oldest Annuitant are age 80 or younger on the date we determine the Death Proceeds, then this rider will continue. The Enhanced Beneficiary Protection Benefit will continue to be recalculated for purchase payments, withdrawals, and on each Contract anniversary after the date we determine the Death Proceeds until the earlier of:

- o The first Contract anniversary following the 80th birthday of either the oldest new Owner or the oldest Annuitant, whichever is earlier. (After the 80th birthday of either the oldest new Owner or the oldest Annuitant, whichever is earlier, the Enhanced Beneficiary Protection Benefit will be recalculated only for purchase payments and withdrawals); or
- o The date we next determine the Death Proceeds.

b. If either the oldest new Owner or the oldest Annuitant is older than age 80 on the date we determine the Death Proceeds, then this rider will terminate and the corresponding Mortality and Expense Risk charge for this rider will cease as of that date.

2. If the Contract is continued under Option D of the Death of Annuitant provision of the Contract, then:

This rider will continue and the Enhanced Beneficiary Protection Benefit will continue to be calculated according to Section I above.

3. If the Contract is not continued under either 1. or 2. above, then:

The Death Proceeds will be determined under the terms and conditions stated in the Contract and Section I above. We will determine the value of the Enhanced Beneficiary Protection Benefit on the date we determine the Death Proceeds. This rider will terminate and the corresponding Mortality and Expense Risk Charge for this rider will cease as of that date.

Except as provided above, all other terms and conditions of the Death of Owner and the Death of Annuitant provisions of the Contract continue to apply.

IV. Termination of this Rider

This Enhanced Beneficiary Protection Rider B will terminate and the corresponding Mortality and Expense Risk Charge for this rider will cease on the earliest to occur of:

- o On the date this rider is terminated under Section III.1.b. and Section III.3., above; or
- o On the date the Owner (if the current Owner is a living person) is changed for any reason other than death unless the new Owner is a trust and the Annuitant is the current Owner; or
- o On the date the Owner (if the current Owner is a non-living person) is changed for any reason unless the new Owner is a non-living person or is the current Annuitant; or
- o On the date the Contract is terminated; or
- o On the Payout Start Date.

Otherwise, this rider may not be terminated.

V. Investment Limitations for this Rider

We reserve the right to impose limitations on the Investment Alternatives in which you may invest. These limitations may include, but are not limited to, maximum investment limits on certain Variable Sub-accounts or on certain Fixed Account Options, exclusion of certain Variable Sub-accounts or of certain Fixed Account Options, required minimum allocations to certain Variable Sub-Accounts, and/or the required use of automatic portfolio rebalancing. A current explanation and list of investment limitations is set forth in the prospectus that pertains to your Contract.

Except as amended by this rider, the Contract remains unchanged.

[GRAPHIC OMITTED][GRAPHIC OMITTED]

Secretary Chairman and Chief Executive Officer

Enhanced Beneficiary Protection Rider B
(Maximum Anniversary Value)

This rider was issued because you selected the Enhanced Beneficiary Protection Rider B. This rider modifies the benefit provided by your Contract, to the extent described below, and the charge for this rider is in addition to charges defined in your Contract.

As used in this rider, "Contract" means the Contract or Certificate to which this rider is attached.

For purposes of this rider, "Rider Date" is the date this rider was made a part of your Contract: xx/xx/xxxx

The annualized Mortality and Expense Risk Charge for this rider is .30%

The following changes are made to your Contract.

1. Enhanced Beneficiary Protection Benefit

The Death Benefit provision of your Contract is hereby modified as follows:

Prior to the Payout Start Date, the Death Benefit is equal to the greater of the Death Benefit, defined in the Death Benefit provision of your Contract, or the value of the Enhanced Beneficiary Protection Benefit.

The Enhanced Beneficiary Protection Benefit is determined as follows:

- o On the Rider Date, the Enhanced Beneficiary Protection Benefit is equal to the Contract Value.
- o After the Rider Date, the Enhanced Beneficiary Protection Benefit is recalculated each time a purchase payment or withdrawal is made, and is also recalculated on each Contract anniversary as follows:

1. for purchase payments, the Enhanced Beneficiary Protection Benefit is equal to the most recently calculated Enhanced Beneficiary Protection Benefit plus the purchase payment and its associated Credit Enhancement.

2. for withdrawals, the Enhanced Beneficiary Protection

Benefit is equal to the most recently calculated Enhanced Beneficiary Protection Benefit reduced by a withdrawal adjustment, as defined below.

3. on each Contract anniversary, the Enhanced Beneficiary Protection Benefit is equal to the greater of the Contract Value or the most recently calculated Enhanced Beneficiary Protection Benefit.

If no purchase payments or withdrawals are made after the Rider Date, the Enhanced Beneficiary Protection Benefit will be the highest of all the Contract Values on the following dates: the Rider Date and each Contract anniversary after the Rider Date but before the date we determine the Death Proceeds.

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The Enhanced Beneficiary Protection Benefit will be recalculated as described above until the earlier of:

- 1. the date we determine the Death Proceeds; or
- 2. the first Contract anniversary following the 80th birthday of either the oldest Owner or oldest Annuitant, whichever is earlier. After the first Contract anniversary following the 80th birthday of either the oldest Owner or the oldest Annuitant, whichever is earlier, the Enhanced Beneficiary Protection Benefit will be recalculated only for purchase payments and withdrawals.

Withdrawal Adjustment

A withdrawal adjustment is equal to (a) divided by (b) with the result multiplied by (c), where:

- (a) is the withdrawal amount.
- (b) is the Contract Value immediately prior to the withdrawal.
- (c) is the most recently calculated Enhanced Beneficiary Protection Benefit.

2. Mortality and Expense Risk Charge

The annualized Mortality and Expense Risk Charge, for this rider, is shown on page 1 of this rider. After the Rider Date, the Mortality and Expense Risk Charge for this rider will not change.

3. Death of Owner or Annuitant

Upon the death of the Owner or the Annuitant, one of the following three provisions will apply, depending upon which Option is elected under the Death of Owner or the Death of Annuitant provisions of the Contract:

1. If the Contract is continued under Option D of the Death of Owner provision of the Contract, then:

a. If the oldest new Owner and the oldest Annuitant are age 80 or younger on the date we determine the Death Proceeds, then this rider will continue. The Enhanced Beneficiary Protection Benefit will continue to be recalculated for purchase payments, withdrawals, and on each Contract anniversary after the date we determine the Death Proceeds until the earlier of:

o The first Contract anniversary following the 80th birthday of either the oldest new Owner or the oldest Annuitant, whichever is earlier. (After the 80th birthday of either the oldest new Owner or the oldest Annuitant, whichever is earlier, the Enhanced Beneficiary Protection Benefit will be recalculated only for purchase payments and withdrawals); or

o The date we next determine the Death Proceeds.

b. If either the oldest new Owner or the oldest Annuitant is older than age 80 on the date we determine the Death Proceeds, then this rider will terminate and the corresponding Mortality and Expense Risk charge for this rider will cease as of that date.

2. If the Contract is continued under Option D of the Death of Annuitant provision of the Contract, then:

This rider will continue and the Enhanced Beneficiary Protection Benefit will continue to be calculated according to Section I above.

3. If the Contract is not continued under either 1. or 2. above, then:

The Death Proceeds will be determined under the terms and conditions stated in the Contract and Section I above. We will determine the value of the Enhanced Beneficiary Protection Benefit on the date we determine the Death Proceeds. This rider will terminate and the corresponding Mortality and Expense Risk Charge for this rider will cease as of that date.

Except as provided above, all other terms and conditions of the Death of Owner and the Death of Annuitant provisions of the Contract continue to apply.

IV. Termination of this Rider

This Enhanced Beneficiary Protection Rider B will terminate and the corresponding Mortality and Expense Risk Charge for this rider will cease on the earliest to occur of:

o On the date this rider is terminated under Section III.1.b. and Section III.3., above; or

o On the date the Owner (if the current Owner is a living person) is changed for any reason other than death unless the new Owner is a trust and the Annuitant is the current Owner; or

o On the date the Owner (if the current Owner is a non-living person) is changed for any reason unless the new Owner is a non-living person or is the current Annuitant; or

o On the date the Contract is terminated; or

o On the Payout Start Date.

Otherwise, this rider may not be terminated.

V. Investment Limitations for this Rider

We reserve the right to impose limitations on the Investment Alternatives in which you may invest. These limitations may include, but are not limited to, maximum investment limits on certain Variable Sub-accounts or on certain Fixed Account Options, exclusion of certain Variable Sub-accounts or of certain Fixed Account Options, required minimum allocations to certain Variable Sub-Accounts, and/or the required use of automatic portfolio rebalancing. A current explanation and list of investment limitations is set forth in the prospectus that pertains to your Contract.

Except as amended by this rider, the Contract remains unchanged.

[GRAPHIC OMITTED][GRAPHIC OMITTED]

Secretary Chairman and Chief Executive Officer

ALLSTATE LIFE INSURANCE COMPANY
(herein called "we" or "us")

Earnings Protection Death Benefit Rider

This rider was issued because you selected the Earnings Protection Death Benefit Rider. This rider modifies the benefit provided by your Contract, to the extent described below, and the charge for this rider is in addition to charges defined in your Contract.

For purposes of this benefit, "Rider Date" is the date the Earnings Protection Death Benefit Rider was made a part of the Contract: xx/xx/xxxx

The annualized Mortality and Expense Risk Charge for this rider is .50%

I. Definition of Terms as used in this Rider

o Contract: The Contract or Certificate to which this rider is attached.

o In-Force Earnings: The greater of (a) the then current Contract Value less the In-Force Premium; or (b) zero.

o In-Force Premium:

i. If the Rider Date is the same as the Contract Issue Date:

In-Force Premium is equal to the sum of all purchase payments made under the Contract, less the sum of all the Excess-of-Earnings Withdrawals.

ii. If the Rider Date is after the Contract Issue Date:

In-Force Premium is equal to the Contract Value as of the Rider Date plus all purchase payments made after the Rider Date, less the sum of all the Excess-of-Earnings Withdrawals made after the Rider Date.

o Excess-of-Earnings Withdrawals: The amount, if any, by which the amount of a withdrawal exceeds the amount of In-Force Earnings immediately prior to the withdrawal.

II. Earnings Protection Death Benefit

A. The Death Benefit Provision of your Contract is hereby modified as follows:

Prior to the Payout Start Date, the Death Benefit is equal to the Death Benefit, defined in the Death Benefit provision of your Contract, plus the value of the Earnings Protection Death Benefit.

B. If both the oldest Owner and the oldest Annuitant are age 70 or younger on the date we receive the completed Contract application or on the date we receive the request to add this rider, whichever is later, the Earnings Protection Death Benefit will be the lesser of:

o An amount equal to 100% of In-Force Premium (excluding purchase payments made after the Rider Date and during the twelve-month period immediately prior to the death of the Owner or Annuitant); or

o An amount equal to 40% of In-Force Earnings, where In-Force Premium and In-Force Earnings are calculated as of the date we determine the Death Proceeds.

C. If either the oldest Owner or the oldest Annuitant is age 71 or older and both are age 79 or younger on the date we receive the completed Contract application or the date we receive the request to add this rider, whichever is later, then the Earnings Protection Death Benefit will be the lesser of:

o An amount equal to 50% of In-Force Premium (excluding purchase payments made after the Rider Date and in the twelve-month period immediately prior to the death of the Owner or Annuitant); or

o An amount equal to 25% of In-Force Earnings, where In-Force Premium and In-Force Earnings are calculated as of the date we determine the Death Proceeds.

III. Mortality and Expense Risk Charge

1. If both the oldest Owner and the oldest Annuitant are age 70 or younger as of the date we receive the completed Contract application or the date we receive the request to add this rider, whichever is later, the annualized Mortality and Expense Risk Charge will never be greater than .35%.

2. If either the oldest Owner or the oldest Annuitant is age 71 or older and both are age 79 or younger as of the date we receive the completed Contract application or the date we receive the request to add this rider, whichever is later, the annualized Mortality and Expense Risk Charge will never be greater than .50%.

3. The annualized Mortality and Expense Risk Charge, for this rider, is shown on page 1 of this rider. After the Rider Date, the Mortality and Expense Risk Charge will not change except as described in Section IV.1.a below.

IV. Death of Owner or Annuitant

Upon the death of the Owner or the Annuitant, one of the following three provisions will apply, depending upon which Option is elected under the Death of Owner or the Death of Annuitant provisions of the Contract:

1. If the Contract is continued under Option D of the Death of Owner provision of the Contract, then:

1. If neither the oldest new Owner nor the oldest Annuitant is age 80 or older on the date we determine the Death Proceeds, this rider will continue unless the new Owner elects to terminate this rider.

If the rider is continued, then the following terms and conditions will apply as of the date we determine the Death Proceeds:

- o The Rider Date will be changed to the date we determine the Death Proceeds;
- o The In-Force Premium is equal to the Contract Value as of the new Rider Date plus all purchase payments made after the Rider Date, less the sum of all the Excess-of-Earnings Withdrawals made after the Rider Date;
- o The Earnings Protection Death Benefit after the new Rider Date will be determined in accordance with Section II.B. or Section II.C. above, but using the ages of the oldest new Owner and the oldest Annuitant as of the new Rider Date.

o The Mortality and Expense Risk Charge, for this rider, will be determined in accordance with Section III.A. or Section III.B. above, but using the ages of the oldest new

Owner and the oldest Annuitant as of the new Rider Date.

2. If either the oldest new Owner or the oldest Annuitant is age 80 or older as of the date we determine the Death Proceeds, or if the new Owner elects to terminate this rider, then this rider will terminate and the corresponding Mortality and Expense Risk Charge for this rider will cease as of that date.

2. If the Contract is continued under Option D of the Death of Annuitant provision of the Contract, then:

This rider will continue and the Earnings Protection Death Benefit will continue to be calculated according to Section II above and the corresponding Mortality and Expense Risk Charge for this rider will remain unchanged.

3. If the Contract is not continued under either 1. or 2. above, then:

The Death Proceeds will be determined under the terms and conditions stated in the Contract and Section II above. We will determine the value of the Earnings Protection Death Benefit as of the date we determine the Death Proceeds. This rider will terminate and the corresponding Mortality and Expense Risk Charge for this rider will cease as of that date.

Except as provided above, all other terms and conditions of the Death of Owner and the Death of Annuitant provisions of your Contract continue to apply.

V. Termination of this Rider

This Earnings Protection Death Benefit Rider will terminate and the corresponding Mortality and Expense Risk Charge for this rider will cease on the earliest to occur of:

- o On the date this rider is terminated under Section IV.1.b. and Section IV.3., above; or
- o On the date the Owner (if the current Owner is a living person) is changed for any reason other than death unless the new Owner is a trust and the Annuitant is the current Owner; or
- o On the date the Owner (if the current Owner is a non-living person) is changed for any reason unless the new Owner is a non-living person or is the current Annuitant; or
- o On the date the Contract is terminated; or
- o On the Payout Start Date.

Otherwise, this rider may not be terminated.

VI. Investment Limitations for this Rider

We reserve the right to impose limitations on the Investment Alternatives in which you may invest. These limitations may include, but are not limited to, maximum investment limits on certain Variable Sub-accounts or on certain Fixed Account Options, exclusion of certain Variable Sub-accounts or of certain Fixed Account Options, required minimum allocations to certain Variable Sub-Accounts, and/or the required use of automatic portfolio rebalancing. A current explanation and list of investment limitations is set forth in the prospectus that pertains to your Contract.

VII. Misstatement of Age for the Earnings Protection Death Benefit Rider

If either the Owner's or the Annuitant's age is misstated, the Earnings Protection Death Benefit and the Mortality and Expense Risk Charge for this rider will be calculated according to the corrected age as of the Rider Date. Your Contract Value will be adjusted to reflect the Mortality and Expense Risk Charge for this rider that should have been assessed based on the corrected age.

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Except as amended by this rider, the Contract remains unchanged.

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ALLSTATE LIFE INSURANCE COMPANY
(herein called "we" or "us")

Retirement Income Guarantee Rider 1

This rider was issued because you selected the Retirement Income Guarantee Rider

1. This rider modifies the benefit provided by your Contract, to the extent described below, and the charge for this rider is in addition to charges defined in your Contract.

As used in this rider, "Contract" means the Contract or Certificate to which this rider is attached.

For purposes of this rider, "Rider Date" is the date this rider was made a part of your Contract: xx/xx/xxxx

The Rider Fee percentage for this rider is .50%

The following is added to your Contract.

I. Guaranteed Retirement Income Benefit

The amount of the Guaranteed Retirement Income Benefit is determined by applying the Income Base as of the Payout Start Date, less any applicable taxes, to the Income Payment Table shown in your Contract for the Income Plan selected by the Owner. The Income Plan selected must satisfy all the conditions described in Section II below.

Income payments under this rider for the Income Plan selected will be determined as of the Payout Start Date and will be deemed to be the greater of the Guaranteed Retirement Income Benefit or the income payment determined under the Fixed Amount Income Payments provision of your Contract.

II. Qualifications

In the Payout Phase, you are entitled to receive income payments as determined under Section I above, only if all of the following conditions are satisfied:

- o You select a Payout Start Date that is on or after the 10th anniversary of the Rider Date;
- o You select a Payout Start Date that occurs during the 30-day period following a Contract anniversary;
- o The oldest Annuitant is age 99 or younger as of the Payout Start Date;
- o You select an Income Plan that provides for Fixed Amount Income Payments only; and
- o You only select an Income Plan that provides for either a single or joint life income with a Guaranteed Payment Period of at least:
 - o 120 months, if the youngest Annuitant's age is 80 or less as of the Payout Start Date, or
 - o 60 months, if the youngest Annuitant's age is greater than 80 as of the Payout Start Date.

III. Income Base

The Income Base is used solely for the purpose of calculating the amount of the Guaranteed Retirement Income Benefit and the Rider Fee. It does not provide a Contract Value or guarantee performance of any investment option.

Income Base

- o On the Rider Date, the Income Base is equal to the Contract Value.
- o After the Rider Date, the Income Base will accumulate interest daily at a rate equivalent to 5% per year and is recalculated each time a purchase payment or withdrawal is made as follows:
 - o for purchase payments, the Income Base is equal to the most recently calculated Income Base plus the purchase payment.
 - o for withdrawals, the Income Base is equal to the most recently calculated Income Base reduced by a withdrawal adjustment, as defined below.
- o The accumulation will continue until the first Contract anniversary following the 85th birthday of either the oldest Owner or the oldest Annuitant, whichever is earlier. After the first Contract Anniversary following the 85th birthday of either the oldest Owner or the oldest Annuitant, whichever is earlier, the Income Base will be recalculated only for purchase payments and withdrawals.

The Income Base will not exceed the amount equal to:

- o 200% of the Contract Value as of the Rider Date; plus
- o 200% of any purchase payments made after the Rider Date (excluding purchase payments made in the twelve-month period immediately prior to the Payout Start Date); minus withdrawal adjustments for any withdrawals made after the Rider Date.

Withdrawal Adjustment

A. Prior to the first Contract anniversary following the 85th birthday of either the oldest Owner or the oldest Annuitant, whichever is earlier:

o For the portion of withdrawals in a Contract Year that do not cumulatively exceed 5% of the Income Base, calculated as of the Contract anniversary immediately prior to the withdrawal, the withdrawal adjustment for each such withdrawal (or portion thereof) is equal to (i) multiplied by (ii), where

(i) is the withdrawal amount (or portion thereof)

(ii) is a discount factor calculated using an annual interest rate of 5% and is defined as the quantity $(1.05)^{-K}$.

o K is the portion of the Contract Year remaining between the date of the withdrawal and the Contract anniversary immediately following the withdrawal.

The discount factor has the effect of treating the withdrawal as having occurred at the end of the Contract Year, solely for the purposes of calculating the Income Base.

o For the portion of withdrawals in a Contract Year that cumulatively exceed 5% of the Income Base, calculated as of the Contract anniversary immediately prior to the withdrawal, the withdrawal adjustment for each such withdrawal (or portion thereof) is equal to (a) divided by (b), with the result multiplied by (c), where

(a) is the withdrawal amount (or portion thereof).

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

(c) is the Income Base immediately prior to the withdrawal.

Each of these withdrawal adjustments will be made as of the date of the withdrawal.

B. On or after the first Contract anniversary following the 85th birthday of either the oldest Owner or the oldest Annuitant, whichever is earlier, all withdrawal adjustments are equal to

(a) divided by (b) with the result multiplied by (c), where

(a), (b), and (c) are defined as above. All such withdrawal adjustments will be made as of the date of the withdrawal.

IV. Rider Fee

Beginning with the first Contract anniversary after the Rider Date, an annual Rider Fee will be deducted on a pro-rata basis from each of the Sub-accounts 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. Rider Fees will decrease the number of Accumulation Units in each Sub-account. The Rider Fee percentage for this rider is shown on page 1 of this rider. Once this rider is issued, the Rider Fee percentage will not change.

The Rider Fee is calculated as follows:

o For the first Contract anniversary following the Rider Date, the Rider Fee is equal to the number of full remaining months from the Rider Date to the Contract anniversary, divided by twelve, multiplied by the Rider Fee percentage, with the result multiplied by the Income Base calculated as of such Contract anniversary.

o For subsequent Contract anniversaries, the Rider Fee is equal to the Rider Fee percentage multiplied by the Income Base calculated as of that Contract anniversary.

In the case of a full withdrawal of the Contract Value on any date other than a Contract anniversary, we will deduct a Rider Fee from the amount paid upon withdrawal. The Rider Fee will be pro-rated to cover the period from the last Contract anniversary to the date of withdrawal. The pro-rated Rider Fee will be equal to the number of full months from the Contract anniversary to the date of withdrawal, divided by twelve, multiplied by the Rider Fee percentage, with the result multiplied by the Income Base immediately prior to withdrawal.

V. Death of Owner or Annuitant

Upon the death of the Owner or the Annuitant, one of the following three provisions will apply, depending upon which Option is elected under the Death of Owner or the Death of Annuitant provisions of the Contract:

1. If the Contract is continued under Option D of the Death of Owner provision of the Contract, then:

This rider will continue and the Income Base will continue to be calculated according to Section III above.

2. If the Contract is continued under Option D of the Death of Annuitant provision of the Contract, then:

This rider will continue and the Income Base will continue to be calculated according to Section III above.

3. If the Contract is not continued under either 1. or 2. above, then:

This rider will terminate and the corresponding Rider Fee will cease on the date we determine the Death Proceeds.

Except as provided above, all other terms and conditions of the Death of Owner and the Death of Annuitant provisions of your Contract continue to apply.

VI. Termination of this Rider

This Retirement Income Guarantee Rider 1 will terminate and the corresponding Rider Fee will cease on the earliest to occur of:

o On the date this rider is terminated under Section V.3., above; or

o On the date the Contract is terminated; or

o If you elect to exchange this rider for a new rider under exchange programs we may offer from time to time. (The offering of such programs as well as their terms and conditions will be determined in our sole discretion); or

o On the Payout Start Date.

Otherwise, this rider may not be terminated.

VII. Investment Limitations for this Rider

We reserve the right to impose limitations on the Investment Alternatives in which you may invest. These limitations may include, but are not limited to, maximum investment limits on certain Variable Sub-accounts or on certain Fixed Account Options, exclusion of certain Variable Sub-accounts or of certain Fixed Account Options, required minimum allocations to certain Variable Sub-Accounts, and/or the required use of automatic portfolio rebalancing. A current explanation and list of investment limitations is set forth in the prospectus that pertains to your Contract.

Except as amended in this rider the Contract remains unchanged.

[GRAPHIC OMITTED][GRAPHIC OMITTED]

Secretary Chairman and Chief Executive Officer

ALLSTATE LIFE INSURANCE COMPANY
(herein called "we" or "us")

Retirement Income Guarantee Rider 1

This rider was issued because you selected the Retirement Income Guarantee Rider

1. This rider modifies the benefit provided by your Contract, to the extent described below, and the charge for this rider is in addition to charges defined in your Contract.

As used in this rider, "Contract" means the Contract or Certificate to which this rider is attached.

For purposes of this rider, "Rider Date" is the date this rider was made a part of your Contract: xx/xx/xxxx

The Rider Fee percentage for this rider is .50%

The following is added to your Contract.

I. Guaranteed Retirement Income Benefit

The amount of the Guaranteed Retirement Income Benefit is determined by applying the Income Base as of the Payout Start Date, less any applicable taxes, to the Income Payment Table shown in your Contract for the Income Plan selected by the Owner. The Income Plan selected must satisfy all the conditions described in Section II below.

Income payments under this rider for the Income Plan selected will be determined as of the Payout Start Date and will be deemed to be the greater of the Guaranteed Retirement Income Benefit or the income payment determined under the Fixed Amount Income Payments provision of your Contract.

II. Qualifications

In the Payout Phase, you are entitled to receive income payments as determined under Section I above, only if all of the following conditions are satisfied:

- o You select a Payout Start Date that is on or after the 10th anniversary of the Rider Date;
- o You select a Payout Start Date that occurs during the 30-day period following a Contract anniversary;
- o The oldest Annuitant is age 99 or younger as of the Payout Start Date;
- o You select an Income Plan that provides for Fixed Amount Income Payments only; and
- o You only select an Income Plan that provides for either a single or joint life income with a Guaranteed Payment Period of at least:
 - o 120 months, if the youngest Annuitant's age is 80 or less as of the Payout Start Date, or
 - o 60 months, if the youngest Annuitant's age is greater than 80 as of the Payout Start Date.

III. Income Base

The Income Base is used solely for the purpose of calculating the amount of the Guaranteed Retirement Income Benefit and the Rider Fee. It does not provide a Contract Value or guarantee performance of any investment option.

Income Base

- o On the Rider Date, the Income Base is equal to the Contract Value.
- o After the Rider Date, the Income Base will accumulate interest daily at a rate equivalent to 5% per year and is recalculated each time a purchase payment or withdrawal is made as follows:
 - o for purchase payments, the Income Base is equal to the most recently calculated Income Base plus the purchase payment and its associated Credit Enhancement.
 - o for withdrawals, the Income Base is equal to the most recently calculated Income Base reduced by a withdrawal adjustment, as defined below.
- o The accumulation will continue until the first Contract anniversary following the 85th birthday of either the oldest Owner or the oldest Annuitant, whichever is earlier. After the first Contract Anniversary following the 85th birthday of either the oldest Owner or the oldest Annuitant, whichever is earlier, the Income Base will be recalculated only for purchase payments and withdrawals.

The Income Base will not exceed the amount equal to:

- o 200% of the Contract Value as of the Rider Date; plus
- o 200% of any purchase payments and associated Credit Enhancements made after the Rider Date (excluding purchase payments and associated Credit Enhancements made in the twelve-month period immediately prior to the Payout Start Date); minus
- o withdrawal adjustments for any withdrawals made after the Rider Date.

Withdrawal Adjustment

A. Prior to the first Contract anniversary following the 85th birthday of either the oldest Owner or the oldest Annuitant, whichever is earlier:

o For the portion of withdrawals in a Contract Year that do not cumulatively exceed 5% of the Income Base, calculated as of the Contract anniversary immediately prior to the withdrawal, the withdrawal adjustment for each such withdrawal (or portion thereof) is equal to (i) multiplied by (ii), where

(i) is the withdrawal amount (or portion thereof)

(ii) is a discount factor calculated using an annual interest rate of 5% and is defined as the quantity $(1.05)^{-K}$.

o K is the portion of the Contract Year remaining between the date of the withdrawal and the Contract anniversary immediately following the withdrawal.

The discount factor has the effect of treating the withdrawal as having occurred at the end of the Contract Year, solely for the purposes of calculating the Income Base.

o For the portion of withdrawals in a Contract Year that cumulatively exceed 5% of the Income Base, calculated as of the Contract anniversary immediately prior to the withdrawal, the withdrawal adjustment for each such withdrawal (or portion thereof) is equal to (a) divided by (b), with the result multiplied by (c), where

(a) is the withdrawal amount (or portion thereof)

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

(c) is the Income Base immediately prior to the withdrawal.

Each of these withdrawal adjustments will be made as of the date of the withdrawal.

B. On or after the first Contract anniversary following the 85th birthday of either the oldest Owner or the oldest Annuitant, whichever is earlier, all withdrawal adjustments are equal to

(a) divided by (b) with the result multiplied by (c), where

(a), (b), and (c) are defined as above. All such withdrawal adjustments will be made as of the date of the withdrawal.

IV. Rider Fee

Beginning with the first Contract anniversary after the Rider Date, an annual Rider Fee will be deducted on a pro-rata basis from each of the Sub-accounts 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. Rider Fees will decrease the number of Accumulation Units in each Sub-account. The Rider Fee percentage for this rider is shown on page 1 of this rider. Once this rider is issued, the Rider Fee percentage will not change.

The Rider Fee is calculated as follows:

o For the first Contract anniversary following the Rider Date, the Rider Fee is equal to the number of full remaining months from the Rider Date to the Contract anniversary, divided by twelve, multiplied by the Rider Fee percentage, with the result multiplied by the Income Base calculated as of such Contract anniversary.

o For subsequent Contract anniversaries, the Rider Fee is equal to the Rider Fee percentage multiplied by the Income Base calculated as of that Contract anniversary.

In the case of a full withdrawal of the Contract Value on any date other than a Contract anniversary, we will deduct a Rider Fee from the amount paid upon withdrawal. The Rider Fee will be pro-rated to cover the period from the last Contract anniversary to the date of withdrawal. The pro-rated Rider Fee will be equal to the number of full months from the Contract anniversary to the date of withdrawal, divided by twelve, multiplied by the Rider Fee percentage, with the result multiplied by the Income Base immediately prior to withdrawal.

V. Death of Owner or Annuitant

Upon the death of the Owner or the Annuitant, one of the following three provisions will apply, depending upon which Option is elected under the Death of Owner or the Death of Annuitant provisions of the Contract:

1. If the Contract is continued under Option D of the Death of Owner provision of the Contract, then:

This rider will continue and the Income Base will continue to be calculated according to Section III above.

2. If the Contract is continued under Option D of the Death of Annuitant provision of the Contract, then:

This rider will continue and the Income Base will continue to be calculated according to Section III above.

3 If the Contract is not continued under either 1. or 2. above, then:

This rider will terminate and the corresponding Rider Fee will cease on the date we determine the Death Proceeds.

Except as provided above, all other terms and conditions of the Death of Owner and the Death of Annuitant provisions of your Contract continue to apply.

VI. Termination of this Rider

This Retirement Income Guarantee Rider 1 will terminate and the corresponding Rider Fee will cease on the earliest to occur of:

o On the date this rider is terminated under Section V.3., above; or

o On the date the Contract is terminated; or

o If you elect to exchange this rider for a new rider under exchange programs we may offer from time to time. (The offering of such programs as well as their terms and conditions will be determined in our sole discretion); or

o On the Payout Start Date.

Otherwise, this rider may not be terminated.

VII. Investment Limitations for this Rider

We reserve the right to impose limitations on the Investment Alternatives in which you may invest. These limitations may include, but are not limited to, maximum investment limits on certain Variable Sub-accounts or on certain Fixed Account Options, exclusion of certain Variable Sub-accounts or of certain Fixed Account Options, required minimum allocations to certain Variable Sub-Accounts, and/or the required use of automatic portfolio rebalancing. A current explanation and list of investment limitations is set forth in the prospectus that pertains to your Contract.

Except as amended in this rider the Contract remains unchanged.

[GRAPHIC OMITTED][GRAPHIC OMITTED]

Secretary
Chairman and Chief Executive Officer

ALLSTATE LIFE INSURANCE COMPANY
(herein called "we" or "us")

Retirement Income Guarantee Rider 2

This rider was issued because you selected the Retirement Income Guarantee Rider

2. This rider modifies the benefit provided by your Contract, to the extent described below, and the charge for this rider is in addition to charges defined in your Contract.

As used in this rider, "Contract" means the Contract or Certificate to which this rider is attached.

For purposes of this rider, "Rider Date" is the date this rider was made a part of your Certificate: xx/xx/xxxx

The Rider Fee percentage for this rider is .75%

The following is added to your Contract.

I. Guaranteed Retirement Income Benefit

The amount of the Guaranteed Retirement Income Benefit is determined by applying the Income Base as of the Payout Start Date, less any applicable taxes, to the Income Payment Table shown in your Contract for the Income Plan selected by the Owner. The Income Plan selected must satisfy all the conditions described in Section II below.

On the Payout Start Date, income payments for the Income Plan selected will be determined as of the Payout Start Date and will be deemed to be the greater of the Guaranteed Retirement Income Benefit or the income payment determined under the Fixed Amount Income Payments provision of your Contract.

II. Qualifications

In the Payout Phase, you are entitled to receive income payments as determined under Section I above, only if all of the following conditions are satisfied:

- o You select a Payout Start Date that is on or after the 10th anniversary of the Rider Date;
- o You select a Payout Start Date that occurs during the 30-day period following a Contract anniversary;
- o The oldest Annuitant is age 99 or younger as of the Payout Start Date;
- o You select an Income Plan that provides for Fixed Amount Income Payments only; and
- o You only select an Income Plan that provides for either a single or joint life income with a Guaranteed Payment Period of at least:
 - o 120 months, if the youngest Annuitant's age is 80 or less as of the Payout Start Date, or
 - o 60 months, if the youngest Annuitant's age is greater than 80 as of the Payout Start Date.

III. Income Base

The Income Base will be the greater of Income Base A or Income Base B, described below.

The Income Base is used solely for the purpose of calculating the amount of the Guaranteed Retirement Income Benefit and the Rider Fee. It does not provide a Contract Value or guarantee performance of any investment option.

Income Base A

- o On the Rider Date, Income Base A is equal to the Contract Value.
- o After the Rider Date, Income Base A will accumulate interest daily at a rate equivalent to 5% per year and is recalculated each time a purchase payment or withdrawal is made as follows:
 - o for purchase payments, Income Base A is equal to the most recently calculated Income Base plus the purchase payment.
 - o for withdrawals, Income Base A is equal to the most recently calculated Income Base A reduced by a withdrawal adjustment, as defined below.
- o The accumulation will continue until the first Contract anniversary following the 85th birthday of either the oldest Owner or the oldest Annuitant, whichever is earlier. After the first Contract anniversary following 85th birthday of either the oldest Owner or the oldest Annuitant, whichever is earlier, Income Base A will be recalculated only for purchase payments and withdrawals.

Income Base A will not exceed the amount equal to:

- o 200% of the Contract Value as of the Rider Date; plus
- o 200% of any purchase payments made after the Rider Date (excluding purchase payments made in the twelve-month period immediately prior to the Payout Start Date); minus
- o withdrawal adjustments for any withdrawals made after the Rider Date.

Withdrawal Adjustment for Income Base A

A. Prior to the first Contract anniversary following the 85th birthday of either the oldest Owner or the oldest Annuitant, whichever is earlier:

o For the portion of withdrawals in a Contract Year that do not cumulatively exceed 5% of Income Base A, calculated as of the Contract anniversary immediately prior to the withdrawal, the withdrawal adjustment for each such withdrawal (or portion thereof) is equal to (i) multiplied by (ii), where

(i) is the withdrawal amount (or portion thereof)

(ii) is a discount factor calculated using an annual interest rate of 5% and is defined as the quantity $(1.05)^{-K}$.

o K is the portion of the Contract Year remaining between the date of the withdrawal and the Contract anniversary immediately following the withdrawal.

The discount factor has the effect of treating the withdrawal as having occurred at the end of the Contract Year, solely for purposes of calculating the Income Base A.

For the portion of withdrawals in a Contract Year that cumulatively exceed 5% of Income Base A, calculated as of the Contract anniversary immediately prior to the withdrawal, the withdrawal adjustment for each such withdrawal (or portion thereof) is equal to (a) divided by (b) with the result multiplied by (c), where

(a) is the withdrawal amount (or portion thereof).

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

(c) is Income Base A immediately prior to the withdrawal.

Each of these withdrawal adjustments will be made as of the date of the withdrawal.

B. On or after the first Contract anniversary following the 85th birthday of either the oldest Owner or the Annuitant, all withdrawal adjustments are equal to (a) divided by (b) and the result multiplied by (c), where (a), (b), and (c) are defined as above. All such withdrawal adjustments will be made as of the date of the withdrawal.

Income Base B

On the Rider Date, Income Base B is equal to the Contract Value. After the Rider Date, Income Base B is recalculated each time a purchase payment or withdrawal is made, and is also recalculated on each Contract anniversary as follows:

o For purchase payments, Income Base B is equal to the most recently calculated Income Base B plus the purchase payment.

o For withdrawals, Income Base B is equal to the most recently calculated Income Base B, reduced by a withdrawal adjustment, as defined below.

o On each Contract anniversary, Income Base B is equal to the greater of the Contract Value or the most recently calculated Income Base B.

If no withdrawals or purchase payments are made after the Rider Date, Income Base B will be the highest of all the Contract Values on the following dates: the Rider Date and each Contract anniversary after the Rider Date but before the Payout Start Date.

Income Base B will be recalculated for purchase payments, withdrawals, and on Contract anniversaries until the first Contract anniversary following the 85th birthday of either the oldest Owner or the Annuitant, whichever is earlier. After the first Contract anniversary following the 85th birthday of either the oldest Owner or oldest Annuitant, whichever is earlier, Income Base B will be recalculated only for purchase payments and withdrawals.

If this rider is added as part of a rider exchange program that we may offer from time to time (the offering of such programs as well as their terms and conditions will be determined in our sole discretion but will be applied in a non-discriminatory manner), the following provisions apply:

o On the Rider Date, Income Base B will be equal to the greatest of:

1. Contract Value on the Rider Date; or

2. If applicable under the terms of the exchange program that we may be offering, the value (as of the date of the exchange) of Income Base B of the Retirement Income Guarantee Rider 2 being terminated under the exchange program; or

3. If applicable under the terms of the exchange program that we may be offering, the value (as of the date of the exchange) of such other Income Base we may specify of a Retirement Income Guarantee Rider being terminated under the exchange program.

o After the Rider Date, Income Base B is recalculated as described above.

Withdrawal Adjustment for Income Base B

A withdrawal adjustment is equal to (a) divided by (b), with the result multiplied by (c), where:

(a) is the withdrawal amount.

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

(c) is the most recently calculated Income Base B.

IV. Rider Fee

Beginning with the first Contract anniversary after the Rider Date, an annual Rider Fee will be deducted on a pro-rata basis from each of the Sub-accounts 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. Rider Fees will decrease the number of Accumulation Units in each Sub-account. The Rider Fee percentage for this rider is shown on page 1 of this rider. Once this rider is issued, the Rider Fee percentage will not change.

The Rider Fee is calculated as follows:

o For the first Contract anniversary following the Rider Date, the Rider Fee is equal to the number of full remaining months from the Rider Date to the

Contract anniversary, divided by twelve, multiplied by the Rider Fee percentage, with the result multiplied by the Income Base calculated as of such Contract anniversary.

o For subsequent Contract anniversaries, the Rider Fee is equal to the Rider Fee percentage multiplied by the Income Base as of that Contract anniversary.

In the case of a full withdrawal of the Contract Value on any date other than a Contract anniversary, we will deduct a Rider Fee from the amount paid upon withdrawal. The Rider Fee will be pro-rated to cover the period from the last Contract anniversary to the date of withdrawal. The pro-rated Rider Fee will be equal to the number of full months from the Contract anniversary to the date of withdrawal, divided by twelve, multiplied by the Rider Fee percentage, with the result multiplied by the Income Base immediately prior to withdrawal.

V. Death of Owner or Annuitant

Upon the death of the Owner or the Annuitant, one of the following three provisions will apply, depending upon which Option is elected under the Death of Owner or the Death of Annuitant provisions of the Contract:

1. If the Contract is continued under Option D of the Death of Owner provision of the Contract, then:

This rider will continue and the Income Base will continue to be calculated according to Section III above.

2. If the Contract is continued under Option D of the Death of Annuitant provision of the Contract, then:

This rider will continue and the Income Base will continue to be calculated according to Section III above.

3. If the Contract is not continued under either 1. or 2. above, then:

This rider will terminate and the corresponding Rider Fee will cease on the date we determine the Death Proceeds.

Except as provided above, all other terms and conditions of the Death of Owner and Death of Annuitant provisions of your Contract continue to apply.

VI. Termination of this Rider

This Retirement Income Guarantee Rider 2 will terminate and the corresponding Rider Fee for this rider will cease on the earliest to occur of:

o On the date this rider is terminated under Section.V.3., above; or

o On the date the Contract is terminated; or

o If you elect to exchange this rider for a new rider under an exchange programs we may offer from time to time. (The offering of such programs as well as their terms and conditions will be determined in our sole discretion); or

o On the Payout Start Date.

Otherwise, this rider may not be terminated.

VII. Investment Limitations for this Rider

We reserve the right to impose limitations on the Investment Alternatives in which you may invest. These limitations may include, but are not limited to, maximum investment limits on certain Variable Sub-accounts or on certain Fixed Account Options, exclusion of certain Variable Sub-accounts or of certain Fixed Account Options, required minimum allocations to certain Variable Sub-Accounts, and/or the required use of automatic portfolio rebalancing. A current explanation and list of investment limitations is set forth in the prospectus that pertains to your Contract.

Except as amended in this rider the Contract remains unchanged.

[GRAPHIC OMITTED][GRAPHIC OMITTED]

Secretary Chairman and Chief Executive Officer

ALLSTATE LIFE INSURANCE COMPANY
(herein called "we" or "us")

Retirement Income Guarantee Rider 2

This rider was issued because you selected the Retirement Income Guarantee Rider

2. This rider modifies the benefit provided by your Contract, to the extent described below, and the charge for this rider is in addition to charges defined in your Contract.

As used in this rider, "Contract" means the Contract or Certificate to which this rider is attached.

For purposes of this rider, "Rider Date" is the date this rider was made a part of your Certificate: xx/xx/xxxx

The Rider Fee percentage for this rider is .75%

The following is added to your Contract.

I. Guaranteed Retirement Income Benefit

The amount of the Guaranteed Retirement Income Benefit is determined by applying the Income Base as of the Payout Start Date, less any applicable taxes, to the Income Payment Table shown in your Contract for the Income Plan selected by the Owner. The Income Plan selected must satisfy all the conditions described in Section II below.

On the Payout Start Date, income payments for the Income Plan selected will be determined as of the Payout Start Date and will be deemed to be the greater of the Guaranteed Retirement Income Benefit or the income payment determined under the Fixed Amount Income Payments provision of your Contract.

II. Qualifications

In the Payout Phase, you are entitled to receive income payments as determined under Section I above, only if all of the following conditions are satisfied:

- o You select a Payout Start Date that is on or after the 10th anniversary of the Rider Date;
- o You select a Payout Start Date that occurs during the 30-day period following a Contract anniversary;
- o The oldest Annuitant is age 99 or younger as of the Payout Start Date;
- o You select an Income Plan that provides for Fixed Amount Income Payments only; and
- o You only select an Income Plan that provides for either a single or joint life income with a Guaranteed Payment Period of at least:
 - o 120 months, if the youngest Annuitant's age is 80 or less as of the Payout Start Date, or
 - o 60 months, if the youngest Annuitant's age is greater than 80 as of the Payout Start Date.

III. Income Base

The Income Base will be the greater of Income Base A or Income Base B, described below.

The Income Base is used solely for the purpose of calculating the amount of the Guaranteed Retirement Income Benefit and the Rider Fee. It does not provide a Contract Value or guarantee performance of any investment option.

Income Base A

- o On the Rider Date, Income Base A is equal to the Contract Value.
- o After the Rider Date, Income Base A will accumulate interest daily at a rate equivalent to 5% per year and is recalculated each time a purchase payment or withdrawal is made as follows:
 - o for purchase payments, Income Base A is equal to the most recently calculated Income Base plus the purchase payment and its associated Credit Enhancement.
 - o for withdrawals, Income Base A is equal to the most recently calculated Income Base reduced by a withdrawal adjustment, as defined below.
- o The accumulation will continue until the first Contract anniversary following the 85th birthday of either the oldest Owner or the oldest Annuitant, whichever is earlier. After the first Contract anniversary following 85th birthday of either the oldest Owner or the oldest Annuitant, whichever is earlier, Income Base A will be recalculated only for purchase payments and withdrawals.

Income Base A will not exceed the amount equal to:

- o 200% of the Contract Value as of the Rider Date; plus
- o 200% of any purchase payments and associated Credit Enhancements made after the Rider Date (excluding purchase payments and associated Credit Enhancements made in the twelve-month period immediately prior to the Payout Start Date); minus
- o withdrawal adjustments for any withdrawals made after the Rider Date.

Withdrawal Adjustment for Income Base A

A. Prior to the first Contract anniversary following the 85th birthday of either the oldest Owner or the oldest Annuitant, whichever is earlier:

o For the portion of withdrawals in a Contract Year that do not cumulatively exceed 5% of Income Base A, calculated as of the Contract anniversary immediately prior to the withdrawal, the withdrawal adjustment for each such withdrawal (or portion thereof) is equal to (i) multiplied by (ii), where

(i) is the withdrawal amount (or portion thereof)

(ii) is a discount factor calculated using an annual interest rate of 5% and is defined as the quantity $(1.05)^{-K}$.

o K is the portion of the Contract Year remaining between the date of the withdrawal and the Contract anniversary immediately following the withdrawal.

The discount factor has the effect of treating the withdrawal as having occurred at the end of the Contract Year, solely for purposes of calculating the Income Base A.

o For the portion of withdrawals in a Contract Year that cumulatively exceed 5% of Income Base A, calculated as of the Contract anniversary immediately prior to the withdrawal, the withdrawal adjustment for each such withdrawal (or portion thereof) is equal to (a) divided by (b) with the result multiplied by (c), where

(a) is the withdrawal amount (or portion thereof).

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

(c) is Income Base A immediately prior to the withdrawal.

Each of these withdrawal adjustments will be made as of the date of the withdrawal.

B. On or after the first Contract anniversary following the 85th birthday of either the oldest Owner or the Annuitant, all withdrawal adjustments are equal to (a) divided by (b) and the result multiplied by (c), where (a), (b), and (c) are defined as above. All such withdrawal adjustments will be made as of the date of the withdrawal.

Income Base B

o On the Rider Date, Income Base B is equal to the Contract Value. After the Rider Date, Income Base B is recalculated each time a purchase payment or withdrawal is made, and is also recalculated on each Contract anniversary as follows:

o For purchase payments, Income Base B is equal to the most recently calculated Income Base B plus the purchase payment and its associated Credit Enhancement.

o For withdrawals, Income Base B is equal to the most recently calculated Income Base B, reduced by a withdrawal adjustment, as defined below.

o On each Contract anniversary, Income Base B is equal to the greater of the Contract Value or the most recently calculated Income Base B.

If no withdrawals or purchase payments are made after the Rider Date, Income Base B will be the highest of all the Contract Values on the following dates: the Rider Date and each Contract anniversary after the Rider Date but before the Payout Start Date.

Income Base B will be recalculated for purchase payments, withdrawals, and on Contract anniversaries until the first Contract anniversary following the 85th birthday of either the oldest Owner or the Annuitant, whichever is earlier. After the first Contract anniversary following the 85th birthday of either the oldest Owner or oldest Annuitant, whichever is earlier, Income Base B will be recalculated only for purchase payments and withdrawals.

If this rider is added as part of a rider exchange program that we may offer from time to time (the offering of such programs as well as their terms and conditions will be determined in our sole discretion but will be applied in a non-discriminatory manner), the following provisions apply:

o On the Rider Date, Income Base B will be equal to the greatest of:

1. Contract Value on the Rider Date; or

2. If applicable under the terms of the exchange program that we may be offering, the value (as of the date of the exchange) of Income Base B of the Retirement Income Guarantee Rider 2 being terminated under the exchange program, or

3. If applicable under the terms of the exchange program that we may be offering, the value (as of the date of the exchange) of such other Income Base we may specify of a Retirement Income Guarantee Rider being terminated under the exchange program.

o After the Rider Date, Income Base B is recalculated as described above.

Withdrawal Adjustment for Income Base B

A withdrawal adjustment is equal to (a) divided by (b), with the result multiplied by (c), where:

(a) is the withdrawal amount.

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

(c) is the most recently calculated Income Base B.

IV. Rider Fee

Beginning with the first Contract anniversary after the Rider Date, an annual Rider Fee will be deducted on a pro-rata basis from each of the Sub-accounts 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. Rider Fees will decrease the number of Accumulation Units in each Sub-account. The Rider Fee percentage for this rider is shown on page 1 of this rider. Once this rider is issued, the Rider Fee percentage will not change.

The Rider Fee is calculated as follows:

o For the first Contract anniversary following the Rider Date, the Rider Fee is equal to the number of full remaining months from the Rider Date to the Contract anniversary, divided by twelve, multiplied by the Rider Fee percentage, with the result multiplied by the Income Base calculated as of such Contract anniversary.

o For subsequent Contract anniversaries, the Rider Fee is equal to the Rider Fee percentage multiplied by the Income Base as of that Contract anniversary.

In the case of a full withdrawal of the Contract Value on any date other than a Contract anniversary, we will deduct a Rider Fee from the amount paid upon withdrawal. The Rider Fee will be pro-rated to cover the period from the last Contract anniversary to the date of withdrawal. The pro-rated Rider Fee will be equal to the number of full months from the Contract anniversary to the date of withdrawal, divided by twelve, multiplied by the Rider Fee percentage, with the result multiplied by the Income Base immediately prior to withdrawal.

V. Death of Owner or Annuitant

Upon the death of the Owner or the Annuitant, one of the following three provisions will apply, depending upon which Option is elected under the Death of Owner or the Death of Annuitant provisions of the Contract:

1. If the Contract is continued under Option D of the Death of Owner provision of the Contract, then:

This rider will continue and the Income Base will continue to be calculated according to Section III above.

2. If the Contract is continued under Option D of the Death of Annuitant provision of the Contract, then:

This rider will continue and the Income Base will continue to be calculated according to Section III above.

3. If the Contract is not continued under either 1. or 2. above, then:

This rider will terminate and the corresponding Rider Fee will cease on the date we determine the Death Proceeds.

Except as provided above, all other terms and conditions of the Death of Owner and Death of Annuitant provisions of your Contract continue to apply.

VI. Termination of this Rider

This Retirement Income Guarantee Rider 2 will terminate and the corresponding Rider Fee for this rider will cease on the earliest to occur of:

o On the date this rider is terminated under Section.V.3., above; or

o On the date the Contract is terminated; or

o If you elect to exchange this rider for a new rider under an exchange programs we may offer from time to time. (The offering of such programs as well as their terms and conditions will be determined in our sole discretion); or

o On the Payout Start Date.

Otherwise, this rider may not be terminated.

VII. Investment Limitations for this Rider

We reserve the right to impose limitations on the Investment Alternatives in which you may invest. These limitations may include, but are not limited to, maximum investment limits on certain Variable Sub-accounts or on certain Fixed Account Options, exclusion of certain Variable Sub-accounts or of certain Fixed Account Options, required minimum allocations to certain Variable Sub-Accounts, and/or the required use of automatic portfolio rebalancing. A current explanation and list of investment limitations is set forth in the prospectus that pertains to your Contract.

Except as amended in this rider the Contract remains unchanged.

[GRAPHIC OMITTED][GRAPHIC OMITTED]

Secretary
Chairman and Chief Executive Officer

PA156

ALLSTATE LIFE INSURANCE COMPANY
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Income Protection Benefit Rider

This rider was issued because you selected the Income Protection Benefit Rider. This rider modifies the benefit provided by your Contract, to the extent described below, and the charge for this rider is in addition to charges defined in your Contract.

As used in this rider, "Contract" means the Contract or Certificate to which this rider is attached.

For purposes of this rider, "Rider Date" is the date this rider was made a part of your Contract: xx/xx/xxxx

The annualized Mortality and Expense Risk Charge for this rider is .75%

The following changes are made to your Contract.

I. Income Protection Benefit

Subject to the requirements of Section II. below, if you apply the Income Protection Benefit Rider to an Income Plan, we guarantee that the income payments you receive under such Income Plan will never be less than 85% of the Initial Variable Amount Income Value ("Income Protection Benefit") described in your Contract for that Income Plan.

II. Qualifications

The Income Protection Benefit Rider is subject to all of the restrictions listed below:

1. The Rider Date must be the same as the Payout Start Date.
2. The Income Protection Benefit Rider may be applied only to Variable Amount Income Payments payable under Income Plans 1 or 2, with a Guaranteed Payment Period of at least 120 months, unless otherwise restricted by Internal Revenue Service regulations.
3. You may apply the Income Protection Benefit Rider to more than one Income Plan.
4. Transfers may not be made from Variable Amount Income Payments to Fixed Amount Income Payments.
5. The Assumed Investment Rate must be 3%.

III. Mortality and Expense Risk Charge

The annualized Mortality and Expense Risk Charge for this rider, shown above, will apply only to the Income Plans to which the Income Protection Benefit Rider has been applied. After the Rider Date, the Mortality and Expense Risk Charge for this rider will not change.

IV. Termination of this Rider

This Income Protection Benefit Rider will terminate and the corresponding Mortality and Expense Risk Charge for this rider will cease on the date the Contract is terminated. Otherwise, this rider may not be terminated.

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V. Investment Limitations for this Rider

We reserve the right to impose limitations on the Investment Alternatives in which you may invest. These limitations may include, but are not limited to, maximum investment limits on certain Variable Sub-Accounts, exclusion of certain Variable Sub-Accounts, required minimum allocations to certain Variable Sub-Accounts, and/or the required use of automatic portfolio rebalancing. A current explanation and list of investment limitations is set forth in the prospectus that pertains to your Contract. Such investment limitations will apply only to those Income Plans to which the Income Protection Benefit has been added.

Except as amended by this rider, the Contract remains unchanged.

[GRAPHIC OMITTED][GRAPHIC OMITTED]

Secretary Chairman and Chief Executive Officer

ALLSTATE LIFE INSURANCE COMPANY
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Spousal Protection Benefit Rider

This rider was issued because you selected the Spousal Protection Benefit Rider. This rider modifies the benefit provided by your Contract, to the extent described below, and the charge for this rider is in addition to charges defined in your Contract.

As used in this rider, "Contract" means the Contract or Certificate to which this rider is attached.

For purposes of this rider, "Rider Date" is the date this rider was made a part of your Contract: xx/xx/xxxx

The annualized Mortality and Expense Risk Charge for this rider is .15%

The following changes are made to your Contract.

I. Co-Annuitant

The Co-Annuitant must be your spouse. As a condition of this rider, your spouse must also be the sole Primary Beneficiary. You may change the Co-Annuitant to a new spouse at any time by providing written notice and proof of remarriage in a form satisfactory to us. Once we accept a change, the change will take effect on the date you signed the request. Each change is subject to any payment we make or other action we take before we accept it. At any time, there may only be one Co-Annuitant under your Contract.

The Co-Annuitant will be deemed to be an Annuitant under the Contract during the Accumulation Phase except under the following circumstances:

- o The Death of Annuitant provision does not apply on the death of the Co-Annuitant.
- o The latest Payout Start Date will be determined based solely upon your age.

II. Death of Co-Annuitant

If the Co-Annuitant dies prior to the Payout Start Date, then subject to the following conditions, the Contract will be continued according to Option D under the Death of Owner provision of your Contract:

- o The Co-Annuitant must have been your legal spouse on the date of his or her death; and
- o Option D of the Death of Owner provision of your Contract has not been previously exercised.

The Contract may only be continued once under Option D of the Death of Owner provision.

The Spousal Protection Benefit Rider will terminate and the corresponding Mortality and Expense Risk Charge for this rider will cease as of the date we determine the Death Proceeds.

III. Mortality and Expense Risk Charge

The annualized Mortality and Expense Risk Charge, for this rider, is shown on page 1 of this rider. After the Rider Date, the Mortality and Expense Risk Charge for this rider will not change.

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IV. Termination of this Rider

You may terminate this rider at any time by written notice in a form satisfactory to us. Otherwise, this Spousal Protection Benefit Rider will terminate and the corresponding Mortality and Expense Risk Charge for this rider will cease on the earliest of the following to occur.

. On the date the rider is terminated under Section II, above; or . Upon the death of the Owner; or . On the date the Contract is terminated; or . On the Payout Start Date.

Except as amended by this rider, the Contract remains unchanged.

[GRAPHIC OMITTED][GRAPHIC OMITTED]

Secretary Chairman and Chief Executive Officer

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Amendatory Endorsement for Charitable Remainder Trust

As used in this endorsement, "Contract" means the Contract or Certificate to which this endorsement is attached.

If the Contract is owned by a Charitable Remainder Trust, the following changes are made to your Contract:

(a) The following language is added to the Free Withdrawal Amount provision in your Contract:

The Free Withdrawal Amount available in a Contract Year is equal to the greater of the Free Withdrawal Amount stated in your Contract or the amount of earnings in the Contract as of the beginning of the Contract Year that have not been previously withdrawn.

(b) The first paragraph of the Withdrawal Charge provision in your Contract is deleted and replaced with the following paragraph:

A Withdrawal Charge may be assessed on certain withdrawals. For purposes of assessing the Withdrawal Charge, we assume that earnings are withdrawn first, then purchase payments, beginning with the oldest payment. When all purchase payments have been withdrawn, additional withdrawals will not be assessed a Withdrawal Charge.

Except as amended in this endorsement, the Contract remains unchanged.

[GRAPHIC OMITTED][GRAPHIC OMITTED]

Secretary Chairman and Chief Executive Officer

ALLSTATE LIFE INSURANCE COMPANY
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Amendatory Endorsement for Grantor Trust

As used in this endorsement, "Contract" means the Contract or Certificate to which this endorsement is attached.

The following changes are made to your Contract.

If the Owner of the Contract is a grantor trust not established by a business, the following Death of Annuitant for Grantor Trust provision applies upon the death of the Annuitant in place of the Death of Annuitant provision in your Contract:

Death of Annuitant for Grantor Trust If the Annuitant dies prior to the Payout Start Date and the Owner is a grantor trust not established by a business, the new Owner will be the Beneficiary(ies) as described in the Beneficiary provision.

If there is more than one new Owner taking a share of the Death Proceeds, described in the Death Proceeds provision of the Contract, each new Owner will be treated as separate and independent Owner of his or her respective share of the Death Proceeds. Each new Owner will exercise all rights related to his or her share of the Death Proceeds, including the sole right to elect one of the Option(s) described in the Contract, subject to any restrictions previously placed upon the new Owner. Each new Owner may designate a Beneficiary(ies) for his or her respective share, but that designated Beneficiary(ies) will be restricted to the Option chosen by the original new Owner.

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

The Options available to the new Owner will be determined by the applicable following Categories in which the new Owner is defined. 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. An Option will be deemed to have been chosen on the day we receive written notification in a form satisfactory to us.

Category 1. If the Annuitant's spouse is the sole new Owner of the entire Contract, the new Owner must choose from Options A, B, C or D, described in the Death of Owner provision in your Contract. If the new Owner does not choose one of these Options, Option D will apply.

Category 2. If the new Owner is a living person who is not the Annuitant's spouse, or if there are multiple living new Owners, the new Owner(s) must choose from Options A, B or C, described in the Death of Owner provision in your Contract. If a new Owner does not choose Option A, B or C, Option C will apply for such new Owner.

Category 3. If the new Owner is a corporation, trust or other non-living person, the new Owner must choose from Options A or C, described in the Death of Owner provision in your Contract. If the new Owner does not choose Option A or C, Option C will apply.

Under any of the Options, all ownership rights, subject to the conditions stated in this provision or any restrictions previously placed upon the Beneficiary, are available to the new Owner from the date of the Annuitant's death to the date on which the Death Proceeds are paid.

We reserve the right to offer additional Death of Annuitant for Grantor Trust Options.

If the Annuitant dies after the Payout Start Date, refer to the Payout Phase section of your Contract.

Except as amended by this endorsement, the Contract remains unchanged.

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Secretary Chairman and Chief Executive Officer

ALLSTATE LIFE INSURANCE COMPANY
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Amendatory Endorsement for Waiver of Charges

As used in this endorsement, "Contract" means the Contract or Certificate to which this endorsement is attached.

The benefits provided by this endorsement do not impact any tax liabilities or IRS penalties incurred as a result of a withdrawal. You are responsible for all such liabilities and penalties.

The following provisions are added to your Contract:

Waiver for Confinement in Long Term Care Facility or Hospital We will waive any applicable Withdrawal Charge if at least 30 days after the issue date any Owner, or, if the Owner is not a living individual, the Annuitant is first confined to a Long Term Care Facility or Hospital under the following conditions:

- o confinement is for at least 90 consecutive days;
- o confinement is prescribed by a Physician;
- o confinement is Medically Necessary; and
- o the request for a withdrawal and Due Proof of confinement are received by us no later than 90 days after discharge.

"Physician" is a licensed medical doctor (M.D.) or a licensed doctor of osteopathy (D.O.) practicing within the scope of his or her license. For purposes of this endorsement, "Physician" does not include any Owner or Annuitant or the spouse, children, parents, grandparents, grandchildren, siblings, or in-laws of any Owner or Annuitant.

"Due Proof" includes, but is not limited to, a letter signed by a Physician stating the dates the Owner or Annuitant was confined, the name and location of the Long Term Care Facility or Hospital, a statement that the confinement was Medically Necessary, and, if released, the date the Owner or Annuitant was released from the Long Term Care Facility or Hospital.

"Medically Necessary" means appropriate and consistent with the diagnosis in accord with accepted standards of practice, and which could not have been omitted without adversely affecting the individual's condition.

"Long Term Care Facility" is a facility which:

1. is located in the United States or its territories;
2. is licensed by the jurisdiction in which it is located;
3. provides custodial care under the supervision of a registered nurse (R.N.); and
4. can accommodate three or more persons.

"Hospital" is a facility which:

1. is licensed as a hospital by the jurisdiction in which it is located;
2. is supervised by a staff of licensed physicians;
3. provides nursing services 24 hours a day by, or under the supervision of, a registered nurse (R.N.);
4. operates primarily for the care and treatment of sick or injured persons as inpatients for a charge; and
5. has access to medical, diagnostic and major surgical facilities.

Waiver for Terminal Illness We will waive any applicable Withdrawal Charge if at least 30 days after the issue date any Owner, or, if the Owner is not a living individual, the Annuitant is first diagnosed by a Physician as having a Terminal Illness. The request for the withdrawal must be received by us at least 30 days after the issue date. Due Proof of the diagnosis must be given to us prior to, or at the time of, the withdrawal request. We may require a second opinion at our expense by a Physician chosen by us. In the event that the first and second Physicians disagree, we will require a third opinion at our expense by a Physician chosen by us. We will honor a consensus of any two of the three Physicians.

"Physician" is a licensed medical doctor (M.D.) or a licensed doctor of osteopathy (D.O.) practicing within the scope of his or her license. For purposes of this endorsement, "Physician" does not include any Owner or Annuitant or the spouse, children, parents, grandparents, grandchildren, siblings, or in-laws of any Owner or Annuitant.

"Due Proof" includes, but is not limited to, a letter signed by a Physician stating that the Owner or Annuitant has a Terminal Illness and the date the Terminal Illness was first diagnosed.

"Terminal Illness" is a condition which is expected to result in death within one year from the date of onset for 80% of the diagnosed cases.

Waiver for Unemployment You may request a one time waiver of any applicable Withdrawal Charge on a partial or full withdrawal prior to the Payout Start Date if:

1. you become unemployed at least 1 year after the issue date of the Contract; and
2. you receive Unemployment Compensation for at least 30 consecutive days as a result of that unemployment; and
3. this benefit is exercised within 180 days of your initial receipt of Unemployment Compensation.

If the Owner is not a living individual, then the above three conditions apply to the Annuitant.

This benefit may be exercised only once while the Contract is in force.

Before we waive Withdrawal Charges, you must give us Due Proof that the Owner or Annuitant has been unemployed and have been granted Unemployment Compensation for at least 30 consecutive days. You must give us Due Proof prior to, or at the time of, the withdrawal request.

"Unemployment Compensation" means unemployment compensation received from a unit of government in the U.S. (state or federal).

"Due Proof" includes, but is not limited to, a legible photocopy of an Unemployment Compensation payment that meets the above described criteria with regard to dates and a signed letter from you stating that the Owner or Annuitant meets the above described criteria.

Except as amended in this endorsement, the Contract remains unchanged.

[GRAPHIC OMITTED][GRAPHIC OMITTED]

Secretary Chairman and Chief Executive Officer

Amendatory Endorsement for Employees

As used in this endorsement, "Contract" means the Contract or Certificate to which this endorsement is attached

The following changes are made to your Contract.

The following Credits section is added to your Contract after the Purchase Payments section:

Credits A credit of 6% will be applied to each Purchase Payment made during the Accumulation Phase. Credits are applied pro-rata to the investment alternatives in the same ratio as the applicable Purchase Payments. The amount returned if you exercise the Trial Examination Period provision (in Minnesota, Right to Cancel Your Contract) will be reduced by any credit applied. We do not consider Credits to be investment in the Contract for income tax purposes.

The following sentence is added to the Trial Examination Period provision (in Minnesota, Right to Cancel Your Contract) of your Contract:

Credits applied pursuant to the Amendatory Endorsement for Employees are not included in the definition of Purchase Payments for purposes of this provision.

Except as amended in this endorsement, the Contract remains unchanged.

[GRAPHIC OMITTED][GRAPHIC OMITTED]

Secretary Chairman and Chief Executive Officer

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Withdrawal Charge Option Rider 1

This Rider was issued because you selected the Withdrawal Charge Option Rider 1. This rider modifies the benefit provided by your Contract, to the extent described below, and the charge for this rider is in addition to charges defined in your Contract.

As used in this Rider, "Contract" means the Contract or Certificate to which this rider is attached.

The annualized Mortality and Expense Risk Charge for this rider is .10%

The following provisions of your Contract are modified as follows:

I. **Withdrawal Charge A** Withdrawal Charge may be assessed on certain withdrawals. For purposes of assessing 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 during the Accumulation Phase 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% 5% 0%

For each purchase payment withdrawal, the "Payment Year" in the table above is the 365 day year (366 days for a leap year) beginning on the date we receive the purchase payment. The Withdrawal Charge is determined by multiplying the percentage corresponding to the Payment Year in the table above and the amount of each purchase payment withdrawal that is in excess of the Free Withdrawal Amount.

II. **Payout Withdrawal Charge** For purposes of assessing 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% 5% 0%

For each purchase payment withdrawal, the "Payment Year" in the table is the 365 day period (366 days for a leap year) beginning on the date we receive the purchase payment. The Payout Withdrawal Charge is determined by multiplying the percentage corresponding to the Payment Year in the table above by the amount of each purchase payment withdrawal.

Regularly scheduled Income Payments are never subject to a Payout Withdrawal Charge.

III. The annualized Mortality and Expense Risk Charge, for this rider, is shown on page 1 of this rider. After the Rider Date, the Mortality and Expense Risk Charge for this rider will never change.

IV. Withdrawal Charge Option Rider 1 cannot be terminated unless the Contract is terminated.

Except as amended by this rider, the Contract remains unchanged.

[GRAPHIC OMITTED][GRAPHIC OMITTED]

Secretary Chairman and Chief Executive Officer

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Withdrawal Charge Option Rider 2

This Rider was issued because you selected the Withdrawal Charge Option Rider 2. This rider modifies the benefit provided by your Contract, to the extent described below, and the charge for this rider is in addition to charges defined in your Contract.

As used in this Rider, "Contract" means the Contract or Certificate to which this rider is attached.

The annualized Mortality and Expense Risk Charge for this rider is .20%

I. Under this rider, there are no Withdrawal Charges applicable to your Contract.

o All references to Withdrawal Charges in your Contract are deleted.

o In addition, the following provisions are deleted:

o The Free Withdrawal Amount provision

o The Withdrawal Charge provision

o The Payout Withdrawal Charge provision

II. The annualized Mortality and Expense Risk Charge, for this rider, is shown above. After the Rider Date, the Mortality and Expense Risk Charge for this rider will never change.

III. Withdrawal Charge Option Rider 2 cannot be terminated unless the Contract is terminated.

Except as amended by this rider, the Contract remains unchanged.

[GRAPHIC OMITTED][GRAPHIC OMITTED]

Secretary Chairman and Chief Executive Officer

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Retirement Income Guarantee Rider 2

This rider was issued because you selected the Retirement Income Guarantee Rider

2. This rider modifies the benefit provided by your Contract, to the extent described below, and the charge for this rider is in addition to charges defined in your Contract.

As used in this rider, "Contract" means the Contract or Certificate to which this rider is attached.

For purposes of this rider, "Rider Date" is the date this rider was made a part of your Certificate: xx/xx/xxxx

The Rider Fee percentage for this rider is .75%

The following is added to your Contract.

I. Guaranteed Retirement Income Benefit

The amount of the Guaranteed Retirement Income Benefit is determined by applying the Income Base as of the Payout Start Date, less any applicable taxes, to the Income Payment Table shown in your Contract for the Income Plan selected by the Owner. The Income Plan selected must satisfy all the conditions described in Section II below.

On the Payout Start Date, income payments for the Income Plan selected will be determined as of the Payout Start Date and will be deemed to be the greater of the Guaranteed Retirement Income Benefit or the income payment determined under the Fixed Amount Income Payments provision of your Contract.

II. Qualifications

In the Payout Phase, you are entitled to receive income payments as determined under Section I above, only if all of the following conditions are satisfied:

- o You select a Payout Start Date that is on or after the 10th anniversary of the Rider Date;
- o You select a Payout Start Date that occurs during the 30-day period following a Contract anniversary;
- o The oldest Annuitant is age 99 or younger as of the Payout Start Date;
- o You select an Income Plan that provides for Fixed Amount Income Payments only; and
- o You only select an Income Plan that provides for either a single or joint life income with a Guaranteed Payment Period of at least:
 - o 120 months, if the youngest Annuitant's age is 80 or less as of the Payout Start Date, or
 - o 60 months, if the youngest Annuitant's age is greater than 80 as of the Payout Start Date.

III. Income Base

The Income Base will be the greater of Income Base A or Income Base B, described below.

The Income Base is used solely for the purpose of calculating the amount of the Guaranteed Retirement Income Benefit and the Rider Fee. It does not provide a Contract Value or guarantee performance of any investment option.

Income Base A

- o On the Rider Date, Income Base A is equal to the Contract Value.
- o After the Rider Date, Income Base A will accumulate interest daily at a rate equivalent to 5% per year and is recalculated each time a purchase payment or withdrawal is made as follows:
 - o for purchase payments, Income Base A is equal to the most recently calculated Income Base plus the purchase payment.
 - o for withdrawals, Income Base A is equal to the most recently calculated Income Base A reduced by a withdrawal adjustment, as defined below.
- o The accumulation will continue until the first Contract anniversary following the 85th birthday of either the oldest Owner or the oldest Annuitant, whichever is earlier. After the first Contract anniversary following 85th birthday of either the oldest Owner or the oldest Annuitant, whichever is earlier, Income Base A will be recalculated only for purchase payments and withdrawals.

Income Base A will not exceed the amount equal to:

- o 200% of the Contract Value as of the Rider Date; plus
- o 200% of any purchase payments made after the Rider Date (excluding purchase payments made in the twelve-month period immediately prior to the Payout Start Date); minus
- o withdrawal adjustments for any withdrawals made after the Rider Date.

Withdrawal Adjustment for Income Base A

A. Prior to the first Contract anniversary following the 85th birthday of either the oldest Owner or the oldest Annuitant, whichever is earlier:

o For the portion of withdrawals in a Contract Year that do not cumulatively exceed 5% of Income Base A, calculated as of the Contract anniversary immediately prior to the withdrawal, the withdrawal adjustment for each such withdrawal (or portion thereof) is equal to (i) multiplied by (ii), where

(i) is the withdrawal amount (or portion thereof)

(ii) is a discount factor calculated using an annual interest rate of 5% and is defined as the quantity $(1.05)^{-K}$.

o K is the portion of the Contract Year remaining between the date of the withdrawal and the Contract anniversary immediately following the withdrawal.

The discount factor has the effect of treating the withdrawal as having occurred at the end of the Contract Year, solely for purposes of calculating the Income Base A.

For the portion of withdrawals in a Contract Year that cumulatively exceed 5% of Income Base A, calculated as of the Contract anniversary immediately prior to the withdrawal, the withdrawal adjustment for each such withdrawal (or portion thereof) is equal to (a) divided by (b) with the result multiplied by (c), where

(a) is the withdrawal amount (or portion thereof).

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

(c) is Income Base A immediately prior to the withdrawal.

Each of these withdrawal adjustments will be made as of the date of the withdrawal.

B. On or after the first Contract anniversary following the 85th birthday of either the oldest Owner or the Annuitant, all withdrawal adjustments are equal to (a) divided by (b) and the result multiplied by (c), where (a), (b), and (c) are defined as above. All such withdrawal adjustments will be made as of the date of the withdrawal.

Income Base B

On the Rider Date, Income Base B is equal to the Contract Value. After the Rider Date, Income Base B is recalculated each time a purchase payment or withdrawal is made, and is also recalculated on each Contract anniversary as follows:

o For purchase payments, Income Base B is equal to the most recently calculated Income Base B plus the purchase payment.

o For withdrawals, Income Base B is equal to the most recently calculated Income Base B, reduced by a withdrawal adjustment, as defined below.

o On each Contract anniversary, Income Base B is equal to the greater of the Contract Value or the most recently calculated Income Base B.

If no withdrawals or purchase payments are made after the Rider Date, Income Base B will be the highest of all the Contract Values on the following dates: the Rider Date and each Contract anniversary after the Rider Date but before the Payout Start Date.

Income Base B will be recalculated for purchase payments, withdrawals, and on Contract anniversaries until the first Contract anniversary following the 85th birthday of either the oldest Owner or the Annuitant, whichever is earlier. After the first Contract anniversary following the 85th birthday of either the oldest Owner or oldest Annuitant, whichever is earlier, Income Base B will be recalculated only for purchase payments and withdrawals.

If this rider is added as part of a rider exchange program that we may offer from time to time (the offering of such programs as well as their terms and conditions will be determined in our sole discretion but will be applied in a non-discriminatory manner), the following provisions apply:

o On the Rider Date, Income Base B will be equal to the greatest of:

1. Contract Value on the Rider Date; or

2. If applicable under the terms of the exchange program that we may be offering, the value (as of the date of the exchange) of Income Base B of the Retirement Income Guarantee Rider 2 being terminated under the exchange program; or

3. If applicable under the terms of the exchange program that we may be offering, the value (as of the date of the exchange) of such other Income Base we may specify of a Retirement Income Guarantee Rider being terminated under the exchange program.

o After the Rider Date, Income Base B is recalculated as described above.

Withdrawal Adjustment for Income Base B

A withdrawal adjustment is equal to (a) divided by (b), with the result multiplied by (c), where:

(a) is the withdrawal amount.

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

(c) is the most recently calculated Income Base B.

IV. Rider Fee

Beginning with the first Contract anniversary after the Rider Date, an annual Rider Fee will be deducted on a pro-rata basis from each of the Sub-accounts 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. Rider Fees will decrease the number of Accumulation Units in each Sub-account. The Rider Fee percentage for this rider is shown on page 1 of this rider. Once this rider is issued, the Rider Fee percentage will not change.

The Rider Fee is calculated as follows:

o For the first Contract anniversary following the Rider Date, the Rider Fee is equal to the number of full remaining months from the Rider Date to the

Contract anniversary, divided by twelve, multiplied by the Rider Fee percentage, with the result multiplied by the Income Base calculated as of such Contract anniversary.

o For subsequent Contract anniversaries, the Rider Fee is equal to the Rider Fee percentage multiplied by the Income Base as of that Contract anniversary.

In the case of a full withdrawal of the Contract Value on any date other than a Contract anniversary, we will deduct a Rider Fee from the amount paid upon withdrawal. The Rider Fee will be pro-rated to cover the period from the last Contract anniversary to the date of withdrawal. The pro-rated Rider Fee will be equal to the number of full months from the Contract anniversary to the date of withdrawal, divided by twelve, multiplied by the Rider Fee percentage, with the result multiplied by the Income Base immediately prior to withdrawal.

V. Death of Owner or Annuitant

Upon the death of the Owner or the Annuitant, one of the following three provisions will apply, depending upon which Option is elected under the Death of Owner or the Death of Annuitant provisions of the Contract:

1. If the Contract is continued under Option D of the Death of Owner provision of the Contract, then:

This rider will continue and the Income Base will continue to be calculated according to Section III above.

2. If the Contract is continued under Option D of the Death of Annuitant provision of the Contract, then:

This rider will continue and the Income Base will continue to be calculated according to Section III above.

3. If the Contract is not continued under either 1. or 2. above, then:

This rider will terminate and the corresponding Rider Fee will cease on the date we determine the Death Proceeds.

Except as provided above, all other terms and conditions of the Death of Owner and Death of Annuitant provisions of your Contract continue to apply.

VI. Termination of this Rider

This Retirement Income Guarantee Rider 2 will terminate and the corresponding Rider Fee for this rider will cease on the earliest to occur of:

o On the date this rider is terminated under Section.V.3., above; or

o On the date the Contract is terminated; or

o If you elect to exchange this rider for a new rider under an exchange programs we may offer from time to time. (The offering of such programs as well as their terms and conditions will be determined in our sole discretion); or

o On the Payout Start Date.

Otherwise, this rider may not be terminated.

VII. Investment Limitations for this Rider

We reserve the right to impose limitations on the Investment Alternatives in which you may invest. These limitations may include, but are not limited to, maximum investment limits on certain Variable Sub-accounts or on certain Fixed Account Options, exclusion of certain Variable Sub-accounts or of certain Fixed Account Options, required minimum allocations to certain Variable Sub-Accounts, and/or the required use of automatic portfolio rebalancing. A current explanation and list of investment limitations is set forth in the prospectus that pertains to your Contract.

Except as amended in this rider the Contract remains unchanged.

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Secretary Chairman and Chief Executive Officer

PA156

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Income Protection Benefit Rider

This rider was issued because you selected the Income Protection Benefit Rider. This rider modifies the benefit provided by your Contract, to the extent described below, and the charge for this rider is in addition to charges defined in your Contract.

As used in this rider, "Contract" means the Contract or Certificate to which this rider is attached.

For purposes of this rider, "Rider Date" is the date this rider was made a part of your Contract: xx/xx/xxxx

The annualized Mortality and Expense Risk Charge for this rider is .75%

The following changes are made to your Contract.

I. Income Protection Benefit

Subject to the requirements of Section II. below, if you apply the Income Protection Benefit Rider to an Income Plan, we guarantee that the income payments you receive under such Income Plan will never be less than 85% of the Initial Variable Amount Income Value ("Income Protection Benefit") described in your Contract for that Income Plan.

II. Qualifications

The Income Protection Benefit Rider is subject to all of the restrictions listed below:

1. The Rider Date must be the same as the Payout Start Date.
2. The Income Protection Benefit Rider may be applied only to Variable Amount Income Payments payable under Income Plans 1 or 2, with a Guaranteed Payment Period of at least 120 months, unless otherwise restricted by Internal Revenue Service regulations.
3. You may apply the Income Protection Benefit Rider to more than one Income Plan.
4. Transfers may not be made from Variable Amount Income Payments to Fixed Amount Income Payments.
5. The Assumed Investment Rate must be 3%.

III. Mortality and Expense Risk Charge

The annualized Mortality and Expense Risk Charge for this rider, shown above, will apply only to the Income Plans to which the Income Protection Benefit Rider has been applied. After the Rider Date, the Mortality and Expense Risk Charge for this rider will not change.

IV. Termination of this Rider

This Income Protection Benefit Rider will terminate and the corresponding Mortality and Expense Risk Charge for this rider will cease on the date the Contract is terminated. Otherwise, this rider may not be terminated.

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V. Investment Limitations for this Rider

We reserve the right to impose limitations on the Investment Alternatives in which you may invest. These limitations may include, but are not limited to, maximum investment limits on certain Variable Sub-Accounts, exclusion of certain Variable Sub-Accounts, required minimum allocations to certain Variable Sub-Accounts, and/or the required use of automatic portfolio rebalancing. A current explanation and list of investment limitations is set forth in the prospectus that pertains to your Contract. Such investment limitations will apply only to those Income Plans to which the Income Protection Benefit has been added.

Except as amended by this rider, the Contract remains unchanged.

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Spousal Protection Benefit Rider

This rider was issued because you selected the Spousal Protection Benefit Rider. This rider modifies the benefit provided by your Contract, to the extent described below, and the charge for this rider is in addition to charges defined in your Contract.

As used in this rider, "Contract" means the Contract or Certificate to which this rider is attached.

For purposes of this rider, "Rider Date" is the date this rider was made a part of your Contract: xx/xx/xxxx

The annualized Mortality and Expense Risk Charge for this rider is .15%

The following changes are made to your Contract.

I. Co-Annuitant

The Co-Annuitant must be your spouse. As a condition of this rider, your spouse must also be the sole Primary Beneficiary. You may change the Co-Annuitant to a new spouse at any time by providing written notice and proof of remarriage in a form satisfactory to us. Once we accept a change, the change will take effect on the date you signed the request. Each change is subject to any payment we make or other action we take before we accept it. At any time, there may only be one Co-Annuitant under your Contract.

The Co-Annuitant will be deemed to be an Annuitant under the Contract during the Accumulation Phase except under the following circumstances:

- o The Death of Annuitant provision does not apply on the death of the Co-Annuitant.
- o The latest Payout Start Date will be determined based solely upon your age.

II. Death of Co-Annuitant

If the Co-Annuitant dies prior to the Payout Start Date, then subject to the following conditions, the Contract will be continued according to Option D under the Death of Owner provision of your Contract:

- o The Co-Annuitant must have been your legal spouse on the date of his or her death; and
- o Option D of the Death of Owner provision of your Contract has not been previously exercised.

The Contract may only be continued once under Option D of the Death of Owner provision.

The Spousal Protection Benefit Rider will terminate and the corresponding Mortality and Expense Risk Charge for this rider will cease as of the date we determine the Death Proceeds.

III. Mortality and Expense Risk Charge

The annualized Mortality and Expense Risk Charge, for this rider, is shown on page 1 of this rider. After the Rider Date, the Mortality and Expense Risk Charge for this rider will not change.

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IV. Termination of this Rider

You may terminate this rider at any time by written notice in a form satisfactory to us. Otherwise, this Spousal Protection Benefit Rider will terminate and the corresponding Mortality and Expense Risk Charge for this rider will cease on the earliest of the following to occur.

. On the date the rider is terminated under Section II, above; or . Upon the death of the Owner; or . On the date the Contract is terminated; or . On the Payout Start Date.

Except as amended by this rider, the Contract remains unchanged.

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Amendatory Endorsement for Charitable Remainder Trust

As used in this endorsement, "Contract" means the Contract or Certificate to which this endorsement is attached.

If the Contract is owned by a Charitable Remainder Trust, the following changes are made to your Contract:

(a) The following language is added to the Free Withdrawal Amount provision in your Contract:

The Free Withdrawal Amount available in a Contract Year is equal to the greater of the Free Withdrawal Amount stated in your Contract or the amount of earnings in the Contract as of the beginning of the Contract Year that have not been previously withdrawn.

(b) The first paragraph of the Withdrawal Charge provision in your Contract is deleted and replaced with the following paragraph:

A Withdrawal Charge may be assessed on certain withdrawals. For purposes of assessing the Withdrawal Charge, we assume that earnings are withdrawn first, then purchase payments, beginning with the oldest payment. When all purchase payments have been withdrawn, additional withdrawals will not be assessed a Withdrawal Charge.

Except as amended in this endorsement, the Contract remains unchanged.

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Amendatory Endorsement for Grantor Trust

As used in this endorsement, "Contract" means the Contract or Certificate to which this endorsement is attached.

The following changes are made to your Contract.

If the Owner of the Contract is a grantor trust not established by a business, the following Death of Annuitant for Grantor Trust provision applies upon the death of the Annuitant in place of the Death of Annuitant provision in your Contract:

Death of Annuitant for Grantor Trust If the Annuitant dies prior to the Payout Start Date and the Owner is a grantor trust not established by a business, the new Owner will be the Beneficiary(ies) as described in the Beneficiary provision.

If there is more than one new Owner taking a share of the Death Proceeds, described in the Death Proceeds provision of the Contract, each new Owner will be treated as separate and independent Owner of his or her respective share of the Death Proceeds. Each new Owner will exercise all rights related to his or her share of the Death Proceeds, including the sole right to elect one of the Option(s) described in the Contract, subject to any restrictions previously placed upon the new Owner. Each new Owner may designate a Beneficiary(ies) for his or her respective share, but that designated Beneficiary(ies) will be restricted to the Option chosen by the original new Owner.

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

The Options available to the new Owner will be determined by the applicable following Categories in which the new Owner is defined. 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. An Option will be deemed to have been chosen on the day we receive written notification in a form satisfactory to us.

Category 1. If the Annuitant's spouse is the sole new Owner of the entire Contract, the new Owner must choose from Options A, B, C or D, described in the Death of Owner provision in your Contract. If the new Owner does not choose one of these Options, Option D will apply.

Category 2. If the new Owner is a living person who is not the Annuitant's spouse, or if there are multiple living new Owners, the new Owner(s) must choose from Options A, B or C, described in the Death of Owner provision in your Contract. If a new Owner does not choose Option A, B or C, Option C will apply for such new Owner.

Category 3. If the new Owner is a corporation, trust or other non-living person, the new Owner must choose from Options A or C, described in the Death of Owner provision in your Contract. If the new Owner does not choose Option A or C, Option C will apply.

Under any of the Options, all ownership rights, subject to the conditions stated in this provision or any restrictions previously placed upon the Beneficiary, are available to the new Owner from the date of the Annuitant's death to the date on which the Death Proceeds are paid.

We reserve the right to offer additional Death of Annuitant for Grantor Trust Options.

If the Annuitant dies after the Payout Start Date, refer to the Payout Phase section of your Contract.

Except as amended by this endorsement, the Contract remains unchanged.

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Amendatory Endorsement for Waiver of Charges

As used in this endorsement, "Contract" means the Contract or Certificate to which this endorsement is attached.

The benefits provided by this endorsement do not impact any tax liabilities or IRS penalties incurred as a result of a withdrawal. You are responsible for all such liabilities and penalties.

The following provisions are added to your Contract:

Waiver for Confinement in Long Term Care Facility or Hospital We will waive any applicable Withdrawal Charge if at least 30 days after the issue date any Owner, or, if the Owner is not a living individual, the Annuitant is first confined to a Long Term Care Facility or Hospital under the following conditions:

- o confinement is for at least 90 consecutive days;
- o confinement is prescribed by a Physician;
- o confinement is Medically Necessary; and
- o the request for a withdrawal and Due Proof of confinement are received by us no later than 90 days after discharge.

"Physician" is a licensed medical doctor (M.D.) or a licensed doctor of osteopathy (D.O.) practicing within the scope of his or her license. For purposes of this endorsement, "Physician" does not include any Owner or Annuitant or the spouse, children, parents, grandparents, grandchildren, siblings, or in-laws of any Owner or Annuitant.

"Due Proof" includes, but is not limited to, a letter signed by a Physician stating the dates the Owner or Annuitant was confined, the name and location of the Long Term Care Facility or Hospital, a statement that the confinement was Medically Necessary, and, if released, the date the Owner or Annuitant was released from the Long Term Care Facility or Hospital.

"Medically Necessary" means appropriate and consistent with the diagnosis in accord with accepted standards of practice, and which could not have been omitted without adversely affecting the individual's condition.

"Long Term Care Facility" is a facility which:

1. is located in the United States or its territories;
2. is licensed by the jurisdiction in which it is located;
3. provides custodial care under the supervision of a registered nurse (R.N.); and
4. can accommodate three or more persons.

"Hospital" is a facility which:

1. is licensed as a hospital by the jurisdiction in which it is located;
2. is supervised by a staff of licensed physicians;
3. provides nursing services 24 hours a day by, or under the supervision of, a registered nurse (R.N.);
4. operates primarily for the care and treatment of sick or injured persons as inpatients for a charge; and
5. has access to medical, diagnostic and major surgical facilities.

Waiver for Terminal Illness We will waive any applicable Withdrawal Charge if at least 30 days after the issue date any Owner, or, if the Owner is not a living individual, the Annuitant is first diagnosed by a Physician as having a Terminal Illness. The request for the withdrawal must be received by us at least 30 days after the issue date. Due Proof of the diagnosis must be given to us prior to, or at the time of, the withdrawal request. We may require a second opinion at our expense by a Physician chosen by us. In the event that the first and second Physicians disagree, we will require a third opinion at our expense by a Physician chosen by us. We will honor a consensus of any two of the three Physicians.

"Physician" is a licensed medical doctor (M.D.) or a licensed doctor of osteopathy (D.O.) practicing within the scope of his or her license. For purposes of this endorsement, "Physician" does not include any Owner or Annuitant or the spouse, children, parents, grandparents, grandchildren, siblings, or in-laws of any Owner or Annuitant.

"Due Proof" includes, but is not limited to, a letter signed by a Physician stating that the Owner or Annuitant has a Terminal Illness and the date the Terminal Illness was first diagnosed.

"Terminal Illness" is a condition which is expected to result in death within one year from the date of onset for 80% of the diagnosed cases.

Waiver for Unemployment You may request a one time waiver of any applicable Withdrawal Charge on a partial or full withdrawal prior to the Payout Start Date if:

1. you become unemployed at least 1 year after the issue date of the Contract; and
2. you receive Unemployment Compensation for at least 30 consecutive days as a result of that unemployment; and
3. this benefit is exercised within 180 days of your initial receipt of Unemployment Compensation.

If the Owner is not a living individual, then the above three conditions apply to the Annuitant.

This benefit may be exercised only once while the Contract is in force.

Before we waive Withdrawal Charges, you must give us Due Proof that the Owner or Annuitant has been unemployed and have been granted Unemployment Compensation for at least 30 consecutive days. You must give us Due Proof prior to, or at the time of, the withdrawal request.

"Unemployment Compensation" means unemployment compensation received from a unit of government in the U.S. (state or federal).

"Due Proof" includes, but is not limited to, a legible photocopy of an Unemployment Compensation payment that meets the above described criteria with regard to dates and a signed letter from you stating that the Owner or Annuitant meets the above described criteria.

Except as amended in this endorsement, the Contract remains unchanged.

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Secretary Chairman and Chief Executive Officer

ALLSTATE LIFE INSURANCE COMPANY
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Amendatory Endorsement for Employees

As used in this endorsement, "Contract" means the Contract or Certificate to which this endorsement is attached

The following changes are made to your Contract.

The following Credits section is added to your Contract after the Purchase Payments section:

Credits A credit of 6% will be applied to each Purchase Payment made during the Accumulation Phase. Credits are applied pro-rata to the investment alternatives in the same ratio as the applicable Purchase Payments. The amount returned if you exercise the Trial Examination Period provision (in Minnesota, Right to Cancel Your Contract) will be reduced by any credit applied. We do not consider Credits to be investment in the Contract for income tax purposes.

The following sentence is added to the Trial Examination Period provision (in Minnesota, Right to Cancel Your Contract) of your Contract:

Credits applied pursuant to the Amendatory Endorsement for Employees are not included in the definition of Purchase Payments for purposes of this provision.

Except as amended in this endorsement, the Contract remains unchanged.

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Secretary Chairman and Chief Executive Officer

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Accumulation Benefit Rider

This rider was issued because you selected the Accumulation Benefit Rider. This rider modifies the benefit provided by your Contract, to the extent described below, and the charge for this rider is in addition to the charges defined in your Contract.

As used in this rider, "Contract" means the Contract or Certificate to which this rider is attached.

The "Rider Date" is the date this rider was made a part of your Contract. The "Rider Maturity Date" is the date that the rider expires. The "Rider Period" begins on the Rider Date and ends on the Rider Maturity Date.

Rider Date: mm/dd/yyyy
Rider Maturity Date: mm/dd/yyyy
Rider Period: 7-20 years
Guarantee Option: 1
AB Factor: 0.50 - 3.00
Rider Fee Percentage: 1.25%

The following is added to your Contract.

I. Accumulation Benefit

On the Rider Maturity Date, if the Accumulation Benefit is greater than the Contract Value, then the Contract Value will be increased to equal the Accumulation Benefit. The excess amount of any such increase will be allocated to the money market sub-account.

Prior to the Rider Maturity Date, the Accumulation Benefit will not be available as a Contract Value, Settlement Value, or Death Proceeds. Additionally, if this rider is terminated for any reason prior to the Rider Maturity Date, no Accumulation Benefit will be paid. After the Rider Maturity Date, this rider provides no additional benefit.

The Accumulation Benefit is calculated by multiplying the AB Factor, shown above, by the Benefit Base. The "AB Factor" is determined by the Rider Period and Guarantee Option you selected as of the Rider Date.

II. Benefit Base

The Benefit Base is used solely for purposes of determining the Rider Fee and the Accumulation Benefit. It is not available as a Contract Value, Settlement Value, or Death Proceeds.

On the Rider Date, the Benefit Base is equal to the Contract Value. After the Rider Date, the Benefit Base will be recalculated for purchase payments and withdrawals as follows:

o The Benefit Base will be increased by purchase payments (and associated Credit Enhancements, if applicable to your Contract) made prior to or on the first Contract Anniversary following the Rider Date. Subject to the terms of your Contract, you may add purchase payments to your Contract after this date, but they will not be included in the calculation of the Benefit Base.

o The Benefit Base will be decreased by a Withdrawal Adjustment for each withdrawal.

The Withdrawal Adjustment is equal to (a) divided by (b), with the result multiplied by (c), where:

(a) = the withdrawal amount
(b) = the Contract Value immediately prior to the withdrawal
(c) = the Benefit Base immediately prior to the withdrawal

The Benefit Base will never be less than zero.

III. Rider Fee

A Rider Fee will be deducted annually on each Contract Anniversary from each of the Variable Sub-accounts on a pro-rata basis in the proportion that your value in each bears to your total value in all Variable Sub-accounts. Rider Fees will decrease the number of Accumulation Units in each Variable Sub-account.

The first Rider Fee will be deducted on the first Contract Anniversary following the Rider Date. A Rider Fee will be deducted on each subsequent Contract Anniversary up to and including the Rider Maturity Date or the date the rider is terminated, whichever is sooner. If you terminate this rider on a date other than a Contract Anniversary and a Rider Fee would have been applicable on the Contract Anniversary immediately following the date of termination, we will deduct a Rider Fee from your Contract Value on the date the rider is terminated. We will not charge a Rider Fee on the date the rider is terminated if you cancel this rider on a date other than the Contract Anniversary under the Rider Trade-In Option. The Rider Fee will cease after the Rider Maturity Date or after the Rider terminates, whichever is sooner.

The Rider Fee is calculated by multiplying the Rider Fee Percentage by the Benefit Base as of the applicable Contract Anniversary or rider termination date. The Rider Fee Percentage is shown above. Once this rider has been issued, the Rider Fee Percentage will not change.

IV. Cancellation of the Rider

You may cancel the rider at any time on or after the 10th anniversary of the Rider Date and prior to the Rider Maturity Date by:

o notifying us in writing in a form satisfactory to us; or

o changing your investment allocations or making other changes so that the allocation of Investment Alternatives no longer adheres to the investment requirements for this rider.

V. Rider Trade-In Option

The Rider Trade-In Option allows you to cancel this rider and immediately add a new Accumulation Benefit Rider ("New Rider"), provided all of the following conditions are met:

- o The trade-in must occur on or after the 10th anniversary of the Rider Date and prior to the Rider Maturity Date.
- o The New Rider will be made a part of your Contract on the date this rider is cancelled, provided it is cancelled for reasons other than the termination of your Contract.
- o The New Rider must be an Accumulation Benefit Rider that we make available for use with the Rider Trade-In Option.
- o The issue requirements of the New Rider must be met as of the date the New Rider is made a part of your Contract.

The rider does not modify any of the terms and conditions of the New Rider.

VI. Death of Owner or Annuitant

If the Owner or Annuitant dies before the Rider Maturity Date, then one of the following provisions will apply depending on which Option is selected under the Death of Owner or Death of Annuitant provisions of the Contract:

1. If the Contract is continued under Option D of the Death of Owner provision of the Contract, then this rider will continue unless the new Owner elects to cancel this rider. If the rider is continued, it will remain in effect until terminated pursuant to Section VII. below.
2. If the Contract is continued under Option D of the Death of Annuitant provision of the Contract, then this rider will continue unless the Owner elects to cancel this rider. If the rider is continued, it will remain in effect until terminated pursuant to Section VII. below.
3. If the Contract is not continued under either 1. or 2. above, then this rider will terminate on the date we receive a complete request for settlement of the Death Proceeds.

VII. Termination of the Rider

This rider will terminate on the earliest of the following to occur:

- o On the Rider Maturity Date
- o On the Payout Start Date
- o On the date the Contract is terminated
- o On the date the rider is cancelled
- o On the date this rider is terminated under Section VI.3. of this rider
- o On the date this rider is replaced with a New Rider under the Rider Trade-In Option.

VIII. Investment Limitations for this Rider

By adding this rider to your Contract, you agree to adhere to certain requirements related to the Investment Alternatives in which you may invest during the Rider Period. The specific requirements will be determined by the Guarantee Option you selected. These requirements may include, but are not limited to, maximum investment limits on certain Variable Sub-accounts or on certain Fixed Account Options, exclusion of certain Variable Sub-accounts or of certain Fixed Account Options, required minimum allocations to certain Variable Sub-Accounts, and restrictions on transfers to or from certain Investment Alternatives. We may also require that you use an automatic portfolio rebalancing program. A current explanation and list of investment requirements is set forth in the prospectus that pertains to your Contract.

Except as amended in this rider the Contract remains unchanged.

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Secretary Chairman and Chief Executive Officer

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Accumulation Benefit Rider

This rider was issued because you selected the Accumulation Benefit Rider. This rider modifies the benefit provided by your Contract, to the extent described below, and the charge for this rider is in addition to the charges defined in your Contract.

As used in this rider, "Contract" means the Contract or Certificate to which this rider is attached.

The "Rider Date" is the date this rider was made a part of your Contract. The "Rider Maturity Date" is the date that the rider expires. The "Rider Period" begins on the Rider Date and ends on the Rider Maturity Date.

Rider Date: mm/dd/yyyy
Rider Maturity Date: mm/dd/yyyy
Rider Period: 7-20 years
Guarantee Option: 1
AB Factor: 0.50 - 3.00
Rider Fee Percentage: 1.25%

The following is added to your Contract.

I. Accumulation Benefit

On the Rider Maturity Date, if the Accumulation Benefit is greater than the Contract Value, then the Contract Value will be increased to equal the Accumulation Benefit. The excess amount of any such increase will be allocated to the money market sub-account.

Prior to the Rider Maturity Date, the Accumulation Benefit will not be available as a Contract Value, Settlement Value, or Death Proceeds. Additionally, if this rider is terminated for any reason prior to the Rider Maturity Date, no Accumulation Benefit will be paid. After the Rider Maturity Date, this rider provides no additional benefit.

The Accumulation Benefit is calculated by multiplying the AB Factor, shown above, by the Benefit Base. The "AB Factor" is determined by the Rider Period and Guarantee Option you selected as of the Rider Date.

II. Benefit Base

The Benefit Base is used solely for purposes of determining the Rider Fee and the Accumulation Benefit. It is not available as a Contract Value, Settlement Value, or Death Proceeds.

On the Rider Date, the Benefit Base is equal to the Contract Value. After the Rider Date, the Benefit Base will be recalculated for purchase payments and withdrawals as follows:

o The Benefit Base will be increased by purchase payments (and associated Credit Enhancements, if applicable to your Contract) made prior to or on the first Contract Anniversary following the Rider Date. Subject to the terms of your Contract, you may add purchase payments to your Contract after this date, but they will not be included in the calculation of the Benefit Base.

o The Benefit Base will be decreased by a Withdrawal Adjustment for each withdrawal.

The Withdrawal Adjustment is equal to (a) divided by (b), with the result multiplied by (c), where:

(a) = the withdrawal amount

(b) = the Contract Value immediately prior to the withdrawal

(c) = the Benefit Base immediately prior to the withdrawal

The Benefit Base will never be less than zero.

III. Rider Fee

A Rider Fee will be deducted annually on each Contract Anniversary from each of the Variable Sub-accounts on a pro-rata basis in the proportion that your value in each bears to your total value in all Variable Sub-accounts. Rider Fees will decrease the number of Accumulation Units in each Variable Sub-account.

The first Rider Fee will be deducted on the first Contract Anniversary following the Rider Date. A Rider Fee will be deducted on each subsequent Contract Anniversary up to and including the Rider Maturity Date or the date the rider is terminated, whichever is sooner. If you terminate this rider on a date other than a Contract Anniversary and a Rider Fee would have been applicable on the Contract Anniversary immediately following the date of termination, we will deduct a Rider Fee from your Contract Value on the date the rider is terminated. We will not charge a Rider Fee on the date the rider is terminated if you cancel this rider on a date other than the Contract Anniversary under the Rider Trade-In Option. The Rider Fee will cease after the Rider Maturity Date or after the Rider terminates, whichever is sooner.

The Rider Fee is calculated by multiplying the Rider Fee Percentage by the Benefit Base as of the applicable Contract Anniversary or rider termination date. The Rider Fee Percentage is shown above. Once this rider has been issued, the Rider Fee Percentage will not change.

IV. Cancellation of the Rider

You may cancel the rider at any time on or after the 10th anniversary of the Rider Date and prior to the Rider Maturity Date by:

o notifying us in writing in a form satisfactory to us; or

o changing your investment allocations or making other changes so that the allocation of Investment Alternatives no longer adheres to the investment requirements for this rider.

V. Rider Trade-In Option

The Rider Trade-In Option allows you to cancel this rider and immediately add a new Accumulation Benefit Rider ("New Rider"), provided all of the following conditions are met:

- o The trade-in must occur on or after the 10th anniversary of the Rider Date and prior to the Rider Maturity Date.
- o The New Rider will be made a part of your Contract on the date this rider is cancelled, provided it is cancelled for reasons other than the termination of your Contract.
- o The New Rider must be an Accumulation Benefit Rider that we make available for use with the Rider Trade-In Option.
- o The issue requirements of the New Rider must be met as of the date the New Rider is made a part of your Contract.

The rider does not modify any of the terms and conditions of the New Rider.

VI. Death of Owner or Annuitant

If the Owner or Annuitant dies before the Rider Maturity Date, then one of the following provisions will apply depending on which Option is selected under the Death of Owner or Death of Annuitant provisions of the Contract:

1. If the Contract is continued under Option D of the Death of Owner provision of the Contract, then this rider will continue unless the new Owner elects to cancel this rider. If the rider is continued, it will remain in effect until terminated pursuant to Section VII. below.
2. If the Contract is continued under Option D of the Death of Annuitant provision of the Contract, then this rider will continue unless the Owner elects to cancel this rider. If the rider is continued, it will remain in effect until terminated pursuant to Section VII. below.
3. If the Contract is not continued under either 1. or 2. above, then this rider will terminate on the date we receive a complete request for settlement of the Death Proceeds.

VII. Termination of the Rider

This rider will terminate on the earliest of the following to occur:

- o On the Rider Maturity Date
- o On the Payout Start Date
- o On the date the Contract is terminated
- o On the date the rider is cancelled
- o On the date this rider is terminated under Section VI.3. of this rider
- o On the date this rider is replaced with a New Rider under the Rider Trade-In Option.

VIII. Investment Limitations for this Rider

By adding this rider to your Contract, you agree to adhere to certain requirements related to the Investment Alternatives in which you may invest during the Rider Period. The specific requirements will be determined by the Guarantee Option you selected. These requirements may include, but are not limited to, maximum investment limits on certain Variable Sub-accounts or on certain Fixed Account Options, exclusion of certain Variable Sub-accounts or of certain Fixed Account Options, required minimum allocations to certain Variable Sub-Accounts, and restrictions on transfers to or from certain Investment Alternatives. We may also require that you use an automatic portfolio rebalancing program. A current explanation and list of investment requirements is set forth in the prospectus that pertains to your Contract.

Except as amended in this rider the Contract remains unchanged.

[GRAPHIC OMITTED][GRAPHIC OMITTED]

Secretary Chairman and Chief Executive Officer

ALLSTATE LIFE INSURANCE COMPANY

(herein called "we" or "us")

Withdrawal Benefit Rider

This rider was issued because you selected the Withdrawal Benefit Rider. This rider modifies the benefit provided by your Contract, to the extent described below, and the charge for this rider is in addition to the charges defined in your Contract.

As used in this rider, "Contract" means the Contract or Certificate to which this rider is attached.

This rider guarantees an amount up to the Benefit Payment Remaining which may be withdrawn from the Contract each Benefit Year until the Benefit Base is depleted. If the Contract Value is reduced to zero and the Benefit Base is still greater than zero, the remaining Benefit Base will be distributed through the Withdrawal Benefit Payout Phase.

As used in this rider, "withdrawal" means the gross amount of a withdrawal before any applicable charges, fees or adjustments, including any applicable Market Value Adjustments.

The "Rider Date" is the date this rider was made a part of your Contract. The initial "Benefit Year" is the period between the Rider Date and the first Contract Anniversary after the Rider Date. Each subsequent Benefit Year will be coterminous with (the same as) the Contract Year. The "Rider Fee Percentage" is used to calculate the "Rider Fee," the cost of the rider. Refer to the Rider Fee section for a description of how the cost of the rider is determined and deducted.

Rider Date: mm/dd/yyyy

Withdrawal Benefit Factor: 0.01-0.25

Rider Fee Percentage: 1.25%

The following is added to your Contract.

I. Benefit Payment and Benefit Payment Remaining

The Benefit Payment is the amount available at the beginning of each Benefit Year that you may withdraw during that Benefit Year, subject to the Benefit Base remaining. The Benefit Payment Remaining is the amount remaining in a Benefit Year, subject to the Benefit Base remaining, that you may withdraw that will reduce your Benefit Base by the exact amount of the withdrawal and will not reduce the Benefit Payment available in future Benefit Years.

The Benefit Payment Remaining is equal to the Benefit Payment at the beginning of each Benefit Year. During each Benefit Year the Benefit Payment Remaining will be increased by purchase payments (and associated Credit Enhancements, if applicable to your Contract) multiplied by the Withdrawal Benefit Factor and reduced by the amount of each withdrawal. The Benefit Payment Remaining will never be less than zero.

On the Rider Date, the Benefit Payment is equal to the greater of:

. The Contract Value multiplied by the Withdrawal Benefit Factor; or

. The value of the Benefit Payment of the previous Withdrawal Benefit Rider (attached to your Contract) which is being terminated under a rider trade-in option.

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After the Rider Date, the Benefit Payment will be increased by purchase payments (and associated Credit Enhancements, if applicable to your Contract) multiplied by the Withdrawal Benefit Factor and decreased by withdrawals as follows:

. If the withdrawal is less than or equal to the Benefit Payment Remaining in effect immediately prior to the withdrawal, the Benefit Payment is unchanged.

. If the withdrawal is greater than the Benefit Payment Remaining in effect immediately prior to the withdrawal, the Benefit Payment will be the lesser of:

. The current Benefit Payment; or

. The net of the Contract Value immediately prior to withdrawal less the amount of the withdrawal, multiplied by the Withdrawal Benefit Factor.

At our discretion, the Benefit Payment available during a Benefit Year may be increased on a non-discriminatory basis and without prior notice in order to satisfy IRS minimum distribution requirements on the Contract to which this rider is attached.

II. Benefit Base

The Benefit Base is used only for purposes of determining the Rider Fee and the amount remaining that may be withdrawn under the Contract as specified in this rider. It is not available as a Contract Value or Settlement Value.

On the Rider Date, the Benefit Base is equal to the Contract Value. After the Rider Date, the Benefit Base will be increased by purchase payments (and associated Credit Enhancements, if applicable to your Contract) and decreased by withdrawals as follows:

. If the withdrawal is less than or equal to the Benefit Payment Remaining in effect immediately prior to the withdrawal, the Benefit Base will be reduced by the amount of the withdrawal.

. If the withdrawal is greater than the Benefit Payment Remaining in effect immediately prior to the withdrawal, the Benefit Base will be the lesser of:

. The Contract Value immediately prior to withdrawal less the amount of the withdrawal; or

. The Benefit Base immediately prior to withdrawal less the amount of the withdrawal.

The Benefit Base may also be reduced in other situations as detailed in the Owner and Assignment of Payments or Interest section.

If the Benefit Base is reduced to zero, this rider will terminate.

III. Rider Fee

A Rider Fee will be deducted annually on each Contract Anniversary from each of the Variable Sub-accounts on a pro-rata basis in the proportion that your value in each Variable Sub-account bears to your total value in all Variable Sub-accounts. Rider Fees will decrease the number of Accumulation Units in each Variable Sub-account. If, at the time the Rider Fee is deducted, the Rider Fee exceeds the total value in all Variable Sub-accounts, the excess of the Rider Fee over the total value in all Variable Sub-accounts will be waived. The Rider Fee Percentage is shown on page 1 of this rider.

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The first Rider Fee will be deducted on the first Contract Anniversary following the Rider Date. A Rider Fee will be deducted on each subsequent Contract Anniversary up to and including the date the rider is terminated. We will not charge a Rider Fee on the date the rider is terminated, on a date other than the Contract Anniversary, if the rider is terminated due to the Payout Start Date or terminated under Section IX.3. of this rider.

The Rider Fee is calculated as follows:

. For the first Contract Anniversary following the Rider Date, the Rider Fee is equal to the number of full months from the Rider Date to the first Contract Anniversary, divided by twelve, multiplied by the Rider Fee Percentage, with the result multiplied by the Benefit Base as of the first Contract Anniversary.

. For subsequent Contract Anniversaries, the Rider Fee is equal to the Rider Fee Percentage multiplied by the Benefit Base as of that Contract Anniversary.

If you terminate this rider on a date other than a Contract Anniversary, we will deduct a Rider Fee from each of the Variable Sub-accounts on a pro-rata basis in the proportion that your value in each Variable Sub-account bears to your total value in all Variable Sub-accounts. The Rider Fee will be pro-rated to cover the period from the last Contract Anniversary to the date of termination, or if you terminate this rider during the first Benefit Year, from the Rider Date to the date of termination. The pro-rated Rider Fee will be equal to the number of full months from the Contract Anniversary to the date of termination, or if you terminate this rider during the first Benefit Year, the number of full months from the Rider Date to the date of termination, divided by twelve, multiplied by the Rider Fee Percentage, with the result multiplied by the Benefit Base immediately prior to the withdrawal or termination.

The Rider Fee will be waived during the Withdrawal Benefit Payout Phase.

IV. Cancellation of the Rider

You may cancel the rider at any time on or after the 10th calendar year anniversary of the Rider Date by notifying us in writing in a form satisfactory to us.

V. Rider Trade-In Option

The Rider Trade-In Option allows you to cancel this rider and immediately add a new Withdrawal Benefit Rider ("New Rider"). We may also offer other riders under this option; however, you may only select one rider under this Rider Trade-In Option. This Rider Trade-in Option is available provided all of the following conditions are met:

. The trade-in must occur on or after the 10th calendar year anniversary of the Rider Date.

. The New Rider will be made a part of your Contract on the date this rider is cancelled, provided it is cancelled for reasons other than the termination of your Contract.

. The New Rider must be a rider that we make available for use with this Rider Trade-In Option.

. The issue requirements of the New Rider must be met as of the date the New Rider is made a part of your Contract.

If the New Rider is a Withdrawal Benefit Rider, the New Rider must provide that the new Benefit Payment be greater than or equal to your current Benefit Payment as of the date the Rider Trade-In Option is exercised, if applicable.

Except as detailed above, this rider does not modify any other terms and conditions of the New Rider.

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VI. Contract Value

If, after your Contract Value is reduced to zero due to fees or withdrawals, your Benefit Base is still greater than zero, your Contract will immediately enter the Withdrawal Benefit Payout Phase.

Under this rider, we do not treat a withdrawal that reduces the Contract Value to less than \$1,000 as a withdrawal of the entire Contract Value. We reserve the right to change this at any time.

VII. Withdrawal Benefit Payout Phase

Under the Withdrawal Benefit Payout Phase the Accumulation Phase of the Contract ends and the Contract enters the Payout Phase subject to the following:

. The Withdrawal Benefit Payout Start Date is the date the Withdrawal Benefit Payout Phase is entered and the Accumulation Phase of the Contract ends.

. No further withdrawals or purchase payments can be made after the Withdrawal Benefit Payout Start Date.

. The Payout Start Date is the first day of the next Benefit Year. We reserve the right to allow other Payout Start Dates to be requested on a nondiscriminatory basis without prior notice.

. Payments will be made to the Owner (or new Owner) at the end of each month starting at the end of the month following the Payout Start Date. The amount of each payment will be equal to the Benefit Payment divided by 12, unless a payment frequency other than monthly is requested in a form acceptable to us and received by us before the first payment is made. Payments will be made over a period certain equal to the Benefit Base divided by the Benefit Payment; therefore, the final payment may be reduced.

. If your Contract is a qualified contract, meaning an individual retirement annuity qualified under Internal Revenue Code Section 408(b) or a Tax Sheltered Annuity under Internal Revenue Code Section 403(b), the period certain cannot exceed that which is required by Internal Revenue Code Section 401(a)(9) and regulations promulgated thereunder. Therefore, the amount of each payment under this rider may be larger so that the sum of the payments made over this period equals the Benefit Base on the Payout Start Date. Additionally, if your Contract is a qualified contract, we will not permit a change in the payment frequency or level.

. If your Contract is a non-qualified contract, we reserve the right to allow other payment frequencies or levels to be requested on a nondiscriminatory basis without prior notice. In no event will we allow more than one change in the payment frequency or level during a Contract Year.

. If the Owner dies before all payments have been made, the

remaining payments will continue to be made to the new Owner as scheduled.

. Once all payments scheduled have been paid, the Contract and

rider will terminate.

VIII. Owner and Assignment of Payments or Interest

If you change the Owner or assign any payments or interest under this Contract, as allowed, to any living or non-living person other than your spouse on or after the first calendar year anniversary of the Rider Date, the Benefit Base will be recalculated at this time to be the lesser of the current Contract Value and the current Benefit Base.

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IX. Death of Owner or Annuitant

If the Owner or Annuitant dies, then one of the following provisions will apply depending on which Option is selected under the Death of Owner or Death of Annuitant provisions of the Contract:

1. If the Contract is continued under Option D of the Death of Owner provision of the Contract, then this rider will continue unless the new Owner elects to cancel this rider. If the rider is continued, it will remain in effect until terminated pursuant to Section X. below.

2. If the Contract is continued under Option D of the Death of Annuitant provision of the Contract, then this rider will continue unless the Owner elects to cancel this rider. If the rider is continued, it will remain in effect until terminated pursuant to Section X. below.

3. If the Contract is not continued under either 1. or 2. above, then this rider will terminate on the date we receive a complete request for settlement of the Death Proceeds.

X. Termination of the Rider

This rider will terminate on the earliest of the following to occur:

. The Benefit Base is reduced to zero;

. On the Payout Start Date (except if the Contract enters the Withdrawal Benefit Payout Phase as defined under Section VII. of this rider);

. On the date the Contract is terminated;

. On the date the rider is cancelled;

. On the date this rider is terminated under Section IX.3. of this rider; or

. On the date this rider is replaced with a New Rider under the Rider Trade-In Option.

XI. Investment Limitations for this Rider

By adding this rider to your Contract, you agree to adhere to certain requirements related to the Investment Alternatives in which you may invest until this rider is terminated pursuant to Section X. above. The specific requirements will be determined by the Withdrawal Benefit Factor shown on Page 1 of this rider. These requirements may include, but are not limited to, maximum investment limits on certain Variable Sub-accounts or on certain Fixed Account Options, exclusion of certain Variable Sub-accounts or of certain Fixed Account Options, required minimum allocations to certain Variable Sub-accounts, and restrictions on transfers to or from certain Investment Alternatives. We may also require that you use an automatic portfolio rebalancing program. A current explanation and list of investment requirements is set forth in the prospectus that pertains to your Contract.

Except as amended in this rider the Contract remains unchanged.

Secretary Chairman and Chief Executive Officer

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ALLSTATE LIFE INSURANCE COMPANY
(herein called "we" or "us")

Spousal Protection Benefit Rider

As used in this rider, "Contract" means the Contract or Certificate to which this rider is attached.

This rider was issued because you selected the Spousal Protection Benefit Rider. This rider modifies the benefit provided by your Contract, to the extent described below, and the charge for this rider is in addition to charges defined in your Contract.

For purposes of this rider, "Rider Date" is the date this rider was made a part of your Contract: xx/xx/xxxx

The Rider Fee Percentage for this rider is 0.15%

The following changes are made to your Contract.

1. Co-Annuitant

The Co-Annuitant must be your spouse. As a condition of this rider, your spouse must also be the sole Primary Beneficiary. You may change the Co-Annuitant to a new spouse at any time by providing written notice and proof of remarriage in a form satisfactory to us. Once we accept a change, the change will take effect on the date you signed the request. Each change is subject to any payment we make or other action we take before we accept it. At any time, there may only be one Co-Annuitant under your Contract.

The Co-Annuitant will be deemed to be an Annuitant under the Contract during the Accumulation Phase except under the following circumstances:

. The Death of Annuitant provision does not apply on the death of the Co-Annuitant. . The latest Payout Start Date will be determined based solely upon your age.

2. Death of Co-Annuitant

If the Co-Annuitant dies prior to the Payout Start Date, then subject to the following conditions, the Contract will be continued according to Option D under the Death of Owner provision of your Contract:

- . The Co-Annuitant must have been your legal spouse on the date of his or her death; and
- . Option D of the Death of Owner provision of your Contract has not been previously exercised.

The Contract may only be continued once under Option D of the Death of Owner provision.

The Spousal Protection Benefit Rider will terminate as of the date we determine the Death Proceeds.

3. Rider Fee

A Rider Fee will be deducted annually on each Contract Anniversary from each of the Variable Sub-accounts on a pro-rata basis in the proportion that your value in each bears to your total value in all Variable Sub-accounts. Rider Fees will decrease the number of Accumulation Units in each Variable Sub-account. The Rider Fee for this rider is shown above.

The first Rider Fee will be deducted on the first Contract Anniversary following the Rider Date. A Rider Fee will

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be deducted on each subsequent Contract Anniversary up to and including the date the rider is terminated.

The Rider Fee is calculated as follows:

. For the first Contract Anniversary following the Rider Date, the Rider Fee is equal to the number of full remaining months from the Rider Date to the Contract Anniversary, divided by twelve, multiplied by the Rider Fee Percentage, with the result multiplied by the Contract Value as of such Contract Anniversary.

. For subsequent Contract Anniversaries, the Rider Fee is equal to the Rider Fee Percentage multiplied by the Contract Value as of that Contract Anniversary.

If this Rider terminates for any reason other than death of the Co-Annuitant, death of the Owner or the or the Contract reaching the Payout Start Date, we will deduct a Rider Fee from each of the Variable Sub-accounts on a pro-rata basis in the proportion that your value in each bears to your total value in all Variable Sub-accounts. The Rider Fee will be prorated to cover the period from the last Contract Anniversary to the date of termination. The pro-rated Rider Fee will be equal to the number of full months from the Contract Anniversary to the date of termination, divided by twelve, multiplied by the Rider Fee Percentage, with the result multiplied by the Contract Value immediately prior to termination.

4. Termination of this Rider

You may terminate this rider upon divorce by providing written notice and proof of divorce in a form satisfactory to us. The rider will terminate on the date we accept the request. We reserve the right to allow terminations at any other time on a non-discriminatory basis. Otherwise, this Spousal Protection Benefit Rider will terminate on the earliest of the following:

- . On the date the rider is terminated under Section II, above; or
- . On the date the Primary Beneficiary is changed; or
- . Upon the death of the Owner; or
- . On the date the Contract is terminated; or
- . On the Payout Start Date.

Except as amended by this rider, the Contract remains unchanged.

ALLSTATE LIFE INSURANCE COMPANY
(herein called "we" or "us")

Spousal Protection Benefit Rider for
Custodial Individual Retirement Accounts

As used in this rider, "Contract" means the Contract or Certificate to which this rider is attached.

This rider was issued because you selected the Spousal Protection Benefit Rider for Custodial Individual Retirement Accounts. This rider modifies the benefit provided by the Contract, to the extent described below, and the charge for this rider is in addition to charges defined in the Contract.

For purposes of this rider, "Rider Date" is the date this rider was made a part of the Contract: xx/xx/xxxx

The Rider Fee Percentage for this rider is 0.00%

If the Owner (and Beneficiary, if applicable) of the Contract is a custodian or trustee of an Individual Retirement Account ("the IRA") established pursuant to Internal Revenue Code Section 408(a), then the following changes are made to your Contract.

1. Co-Annuitant

The Annuitant must be the beneficial owner of the IRA. The beneficial owner is the individual for whose exclusive benefit the IRA was created. The Co-Annuitant must be the legal spouse of the Annuitant. As a condition of this rider, the Co-Annuitant is the sole beneficiary of the IRA. The Owner may change the Co-Annuitant to a new spouse of the Annuitant at any time by providing written notice and proof of remarriage in a form satisfactory to us. Once we accept a change, the change will take effect on the date the Owner signed the request. Each change is subject to any payment we make or other action we take before we accept it. At any time, there may only be one Co-Annuitant under this Contract.

The Co-Annuitant will be deemed to be an Annuitant under the Contract during the Accumulation Phase except under the following circumstances:

. The Death of Annuitant provision does not apply on the death of the Co-Annuitant. . The latest Payout Start Date will be determined based solely upon the Annuitant's age. . The Co-Annuitant is not considered a beneficial owner of the IRA.

II. Conditions for Enforceability

Conditions for enforcing the Spousal Protection Benefit Rider for Custodial Individual Retirement Accounts:

. The Annuitant must be the beneficial owner of the IRA at the time of the Co-Annuitant's death; and

. We have made no income payments under an Income Plan; and

. We have received proof satisfactory to us that the Co-Annuitant has died; and

. The Owner provides us with a signed certification upon the death of the Co-Annuitant that the Co-Annuitant is the sole beneficiary of the IRA and the legal spouse of the Annuitant.

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Any benefits provided under this rider are only payable when the Conditions for Enforceability are met.

III. Death of Co-Annuitant

If all of the conditions in Section II, above, are satisfied, then Section III, Death of Co-Annuitant applies. If the Co-Annuitant dies prior to the Payout Start Date, then subject to the following conditions, the Contract will be continued according to Option D under the Death of Owner provision of the Contract:

. The Co-Annuitant must have been the legal spouse of the Annuitant on the date of his or her death; and

. The Owner may not thereafter name a new Co-Annuitant; and

. The custodian or trustee of the IRA must remain Owner of the Contract; and

. The Contract may only be continued once.

This rider will terminate as of the date we determine the Death Proceeds.

IV. Rider Fee

A Rider Fee will be deducted annually on each Contract Anniversary from each of the Variable Sub-accounts on a pro-rata basis in the proportion that your value in each bears to your total value in all Variable Sub-accounts. Rider Fees will decrease the number of Accumulation Units in each Variable Sub-account. The Rider Fee for this rider is shown on page 1 of this rider.

The first Rider Fee will be deducted on the first Contract Anniversary following the Rider Date. A Rider Fee will be deducted on each subsequent Contract Anniversary up to and including the date the rider is terminated.

The Rider Fee is calculated as follows:

. For the first Contract Anniversary following the Rider Date, the Rider Fee is equal to the number of full remaining months from the Rider Date to the Contract Anniversary, divided by twelve, multiplied by the Rider Fee Percentage, with the result multiplied by the Contract Value as of such Contract Anniversary.

. For subsequent Contract Anniversaries, the Rider Fee is equal to the Rider Fee Percentage multiplied by the Contract Value as of that Contract Anniversary.

If this Rider terminates for any reason other than death of the Co-Annuitant, death of the Annuitant or the Contract reaching the Payout Start Date, we will deduct a Rider Fee from each of the Variable Sub-accounts on a pro-rata basis in the proportion that your value in each bears to your total value in all Variable Sub-accounts. The Rider Fee will be prorated to cover the period from the last Contract Anniversary to the date of termination. The pro-rated Rider Fee will be equal to the number of full months from the Contract Anniversary to the date of termination, divided by twelve, multiplied by the Rider Fee Percentage, with the result multiplied by the Contract Value immediately prior to termination. Rider Fees under this Contract are non-refundable.

V. Termination of this Rider

The Owner may terminate this rider upon the divorce of the Annuitant and Co-Annuitant by providing written notice and proof of divorce in a form satisfactory to us. The Owner may also terminate this rider by providing written notice in a form satisfactory to us of a change in the beneficiary of the IRA. The rider will terminate on the date we accept the request. We reserve the right to allow terminations at any other time on a non-discriminatory basis. Otherwise, this Spousal Protection Benefit Rider for Custodial Individual Retirement Accounts will terminate on the earliest of the following:

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. On the date the rider is terminated under Section III, above; or

. Upon the death of the Annuitant; or

. On the date the Contract is terminated; or

. On the Payout Start Date.

Except as amended by this rider, the Contract remains unchanged.

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ALLSTATE LIFE INSURANCE COMPANY

(herein called "we" or "us")

Withdrawal Benefit Rider

This rider was issued because you selected the Withdrawal Benefit Rider. This rider modifies the benefit provided by your Contract, to the extent described below, and the charge for this rider is in addition to the charges defined in your Contract.

As used in this rider, Contract means the Contract or Certificate to which this rider is attached.

This rider guarantees a withdrawal benefit that allows partial withdrawals within specified limits for the lifetime of the Covered Life. This rider also guarantees a death benefit. If the Contract Value is reduced to zero and the Benefit Payment is greater than zero, the payments will be distributed through the Withdrawal Benefit Payout Phase.

As used in this rider, withdrawal means the gross amount of a withdrawal before any applicable charges, fees, taxes or adjustments, including any applicable Market Value Adjustments.

The Rider Date is the date this rider was made a part of your Contract. The Initial Benefit Year is the period between the Rider Date and the first Contract Anniversary after the Rider Date. Each subsequent Benefit Year is identical to the Contract Year. The Rider Fee Percentage is used to calculate the Rider Fee, which is the annual cost of the rider. Refer to the Rider Fee section of this rider for a description of how the cost of the rider is determined and deducted.

Rider Date: [mm/dd/yyyy]

Rider Fee Percentage: [0.65%]

The following is added to your Contract.

I. Covered Life

The Covered Life is the oldest Owner, or oldest Annuitant, if the Owner is a non-living person, at the time the rider was added.

II. Withdrawal Benefit Factor

The Withdrawal Benefit Factor is used to determine the Benefit Payment and Benefit Payment Remaining. The Withdrawal Benefit Factor is based on the attained age of the Covered Life on the earlier of the date of the first withdrawal after the rider issue or the date the Contract enters the Withdrawal Benefit Payout Phase. After the Withdrawal Benefit Factor is determined, it will not change.

Attained Age of Covered Life	Withdrawal Benefit Factor
[50 - 59	4%]
[60 - 69	5%]
[70 +	6%]

III. Benefit Payment and Benefit Payment Remaining

The Benefit Payment is the amount available at the beginning of each Benefit Year that you may withdraw during that Benefit Year. On the Rider Date, the Benefit Payment is equal to the Contract Value multiplied by the Withdrawal Factor based on the current attained age of the Covered Life.

The Benefit Payment Remaining is the amount remaining after any withdrawals in a Benefit Year that may be withdrawn without reducing the Benefit Base by more than the amount of the withdrawal and without reducing the Benefit Payment available in subsequent Benefit Years. The Benefit Payment Remaining is equal to the Benefit Payment at the beginning of each Benefit Year.

After the Rider Date, the Benefit Payment and Benefit Payment Remaining will be increased by purchase payments (and Credit Enhancements, if applicable to your Contract) multiplied by the Withdrawal Benefit Factor based on the current attained age of the Covered Life. On the date of the first withdrawal after the Rider Date, the Benefit Payment and Benefit Payment Remaining will equal the Withdrawal Benefit Factor based on the current attained age of the Covered Life multiplied by the Benefit Base immediately after application of any purchase payments, but prior to the withdrawal on that date. After the first withdrawal, the Withdrawal Benefit Factor used in all future calculations will not change.

After the first withdrawal, the Benefit Payment will be increased by purchase payments (and Credit Enhancements, if applicable to your Contract) multiplied by the Withdrawal Benefit Factor. The Benefit Payment is affected by withdrawals as follows:

- If the withdrawal is less than or equal to the Benefit Payment Remaining in effect immediately prior to the withdrawal, the Benefit Payment is unchanged.
- If the withdrawal is greater than the Benefit Payment Remaining in effect prior to the withdrawal, the Benefit Payment will be the lesser of:
 - The current Benefit Payment; or
 - The Benefit Base immediately after the withdrawal multiplied by the Withdrawal Benefit Factor.

During each Benefit Year the Benefit Payment Remaining will be increased by purchase payments (and associated Credit Enhancements, if applicable to your Contract) multiplied by the Withdrawal Benefit Factor and reduced by the amount of each withdrawal. The Benefit Payment Remaining will never be less than zero.

The Benefit Payment may be increased by the Maximum Anniversary Value or MAV according to the following: On each of the [10] Contract Anniversaries after the Rider Date, the Benefit Payment will be recalculated to the greater of:

- The Benefit Payment following application of all purchase payments and withdrawals on that Contract Anniversary; or
- The Contract Value on that Contract Anniversary (following the application of all purchase payments, withdrawals and charges) multiplied by the Withdrawal Benefit Factor currently applicable.

For Contracts subject to section 401(a)(9) of the Internal Revenue Code, at our discretion, the Benefit Payment Remaining during a Benefit Year may be increased on a non-discriminatory basis and without prior notice in order to satisfy IRS minimum distribution requirements arising from the Contract to which this rider is attached.

If the Benefit Payment is reduced to zero, this Rider will terminate.

IV. Benefit Base

The Benefit Base is used only for purposes of determining the Rider Fee and payments that are made under this rider. It is not available as a Contract Value or Settlement Value.

On the Rider Date, the Benefit Base is equal to the Contract Value. After the Rider Date, the Benefit Base will

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be increased by purchase payments (and associated Credit Enhancements, if applicable to your Contract) and decreased by withdrawals as follows:

- If the withdrawal is less than or equal to the Benefit Payment Remaining in effect immediately prior to the withdrawal, the Benefit Base will be reduced by the amount of the withdrawal.
- If the withdrawal is greater than the Benefit Payment Remaining in effect immediately prior to the withdrawal, the Benefit Base will be the lesser of:
 - The Contract Value immediately prior to withdrawal and deduction of applicable charges (except Administrative Expenses and Mortality and Expense Risk charges) less the amount of the withdrawal; or
 - The Benefit Base immediately prior to withdrawal less the amount of the withdrawal.

The Benefit Base will never be less than zero.

The Benefit Base may be increased by the Maximum Anniversary Value or MAV according to the following: On each of the [10] Contract Anniversaries after the Rider Date, the Benefit Base will be recalculated to the greater of:

- The Benefit Base following application of all purchase payments and withdrawals on that Contract Anniversary; or

- The Contract Value on that Contract Anniversary following the application of all purchase payments, withdrawals and charges.

V. Rider Fee

A Rider Fee will be deducted annually on each Contract Anniversary from each of the Variable Sub-accounts on a pro-rata basis in the proportion that your value in each Variable Sub-account bears to your total value in all Variable Sub-accounts. Rider Fees will decrease the number of Accumulation Units in each Variable Sub-account. If, at the time the Rider Fee is deducted, the Rider Fee exceeds the total value in all Variable Sub-accounts, the excess of the Rider Fee over the total value in all Variable Sub-accounts will be waived. The Rider Fee Percentage is shown on page 1 of this rider.

The first Rider Fee will be deducted on the first Contract Anniversary following the Rider Date. A Rider Fee will be deducted on each subsequent Contract Anniversary up to and including the date the rider is terminated. We will not charge a Rider Fee on the date the rider is terminated, on a date other than the Contract Anniversary, if the rider is terminated due to the commencement of the Payout Start Date or terminated under Section IX. of this rider.

The Rider Fee is calculated as follows:

- For the first Contract Anniversary following the Rider Date, the Rider Fee is equal to the number of full months from the Rider Date to the first Contract Anniversary, divided by twelve, multiplied by the Rider Fee Percentage, with the result multiplied by the Benefit Base as of the first Contract Anniversary, as may be increased by purchase payments (and Credit Enhancements, if applicable to your Contract) and decreased by withdrawals, but prior to the Benefit Base being recalculated based on the Contract Value, if applicable.
- For subsequent Contract Anniversaries, the Rider Fee is equal to the Rider Fee Percentage multiplied by the Benefit Base as of that Contract Anniversary, as may be increased by purchase payments (and Credit Enhancements, if applicable to your Contract) and decreased by withdrawals, but prior to the Benefit Base being recalculated based on the Contract Value, if applicable.

If you terminate this rider on a date other than a Contract Anniversary, we will deduct a Rider Fee from each of the Variable Sub-accounts on a pro-rata basis in the proportion that your value in each Variable Sub-account

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bears to your total value in all Variable Sub-accounts. The Rider Fee will be pro-rated to cover the period from the last Contract Anniversary to the date of termination, or if you terminate this rider during the Initial Benefit Year, from the Rider Date to the date of termination. The pro-rated Rider Fee will be equal to the number of full months from the Contract Anniversary to the date of termination, or if you terminate this rider during the Initial Benefit Year, the number of full months from the Rider Date to the date of termination, divided by twelve, multiplied by the Rider Fee Percentage, with the result multiplied by the Benefit Base immediately prior to the withdrawal or termination.

The Rider Fee will be waived during the Withdrawal Benefit Payout Phase.

VI. Contract Value

If, after your Contract Value is reduced to zero due to fees or withdrawals, your Benefit Payment is still greater than zero, your Contract will immediately enter the Withdrawal Benefit Payout Phase.

Under this rider, we do not treat a withdrawal that reduces the Contract Value to less than \$1,000 as a withdrawal of the entire Contract Value.

VII. Withdrawal Benefit Payout Phase

Under the Withdrawal Benefit Payout Phase, the Accumulation Phase of the Contract ends and the Contract enters the Payout Phase subject to the following:

- The Withdrawal Benefit Payout Start Date is the date the Withdrawal Benefit Payout Phase is entered and the Accumulation Phase of the Contract ends.
- No further withdrawals or purchase payments can be made after the Withdrawal Benefit Payout Start Date.
- Under the Withdrawal Benefit Payout Phase, the Payout Start Date is the first day of the next Benefit Year. We reserve the right to allow other Payout Start Dates on a nondiscriminatory basis without prior notice.

- Payments will be made to the Owner (or new Owner) at the end of each month starting at the end of the first month following the Payout Start Date under the Withdrawal Benefit Payout Phase. The amount of each payment will be equal to the Benefit Payment divided by 12, unless a payment frequency other than monthly is requested in a form acceptable to us and processed by us before the first payment is made. Payments will be made until the later of:
 - The death of the Covered Life; or
 - Over a period certain based on the total payments made equaling at least the Benefit Base on the Payout Start Date.
 - If your Contract is subject to the required minimum distribution regulations, the period certain cannot exceed that which is required by Internal Revenue Code Section 401(a)(9) and regulations promulgated thereunder. Therefore, the amount of each payment under this rider may be larger during the period certain so that the sum of the payments made over this period equals the Benefit Base on the Payout Start Date. Additionally, we will not permit a change in the payment frequency or level.
 - For all other Contracts, we reserve the right to allow other payment frequencies or levels on a nondiscriminatory basis without prior notice. In no event will we allow more than one change in the payment frequency or level during a Contract Year.
- If the Owner dies before all payments have been made, the remaining payments will continue to be made to the new Owner as scheduled.

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- Once all payments scheduled have been paid, the Contract and rider will terminate.

VIII. Withdrawal Benefit Death Benefit

The Death Benefit provision of your Contract is modified as follows:

Prior to the Payout Start Date, the Death Benefit is equal to the greater of the Death Benefit defined in the Death Benefit provision of your Contract, or the Withdrawal Benefit Death Benefit. The Withdrawal Benefit Death Benefit applies only on the death of the Covered Life.

Commencing on the Rider Date, the Withdrawal Benefit Death Benefit is equal to the Contract Value. After the Rider Date the Withdrawal Benefit Death Benefit will be increased by purchase payments (and associated Credit Enhancements, if applicable to your Contract) and decreased by withdrawals as follows:

- If the withdrawal is less than or equal to the Benefit Payment Remaining in effect immediately prior to the withdrawal, the Withdrawal Benefit Death Benefit will be reduced by the amount of the withdrawal.
- If the withdrawal is greater than the Benefit Payment Remaining in effect immediately prior to the withdrawal, the Withdrawal Benefit Death Benefit will be the lesser of:
 - The Contract Value immediately prior to withdrawal and deduction of applicable charges (except Administrative Expense and Mortality and Expense Risk charges), less the amount of the withdrawal; or
 - The Withdrawal Benefit Death Benefit immediately prior to withdrawal less the amount of the withdrawal.

The Withdrawal Benefit Death Benefit will never be less than zero.

IX. Death of Owner or Annuitant

If the Covered Life dies prior to the Payout Start Date, this rider will terminate as of the date of death.

If the Owner or the Annuitant who is not the Covered Life dies, then one of the following provisions will apply depending on which Option is selected under the Death of Owner or Death of Annuitant provisions of the Contract:

1. If the Contract is continued under Option D of the Death of Owner provision of the Contract, then this rider will continue unless the new Owner elects to cancel this rider. If the rider is continued, it will remain in effect until terminated pursuant to Section X. below.
2. If the Contract is continued under Option D of the Death of Annuitant provision of the Contract, then this rider will continue unless the Owner elects to cancel this rider. If the rider is continued, it will remain in effect until terminated pursuant to Section X. below.
3. If the Contract is not continued under either 1. or 2. above, then this rider will terminate on the date we receive a complete request for settlement of the Death Proceeds.

X. Termination of the Rider

This rider will terminate on the earliest of the following to occur:

- The Benefit Payment is reduced to zero;
- On the Payout Start Date (except if the Contract enters the Withdrawal Benefit Payout Phase as defined under Section VII. of this rider);
- On the date the Contract is terminated;

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- On the date the Covered Life is removed from the Contract for any reason;
- On the date the Covered Life dies pursuant to Section IX. of this rider; or
- On the date this rider is terminated under Section IX. of this rider.

XI. Investment Limitations for this Rider

By adding this rider to your Contract, you agree to adhere to certain requirements related to the Investment Alternatives in which you may invest until this rider is terminated pursuant to Section X. above. These requirements may include, but are not limited to, maximum investment limits on certain Variable Sub-accounts or on certain Fixed Account Options, exclusion of certain Variable Sub-accounts or of certain Fixed Account Options, required minimum allocations to certain Variable Sub-accounts, and restrictions on transfers to or from certain Investment Alternatives. We may also require that you use an automatic portfolio rebalancing program. A current explanation and list of investment requirements is set forth in the prospectus that pertains to your Contract.

Except as amended in this rider the Contract remains unchanged.

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ALLSTATE LIFE INSURANCE COMPANY

(herein called "we" or "us")

Withdrawal Benefit Rider

This rider was issued because you selected the Withdrawal Benefit Rider. This rider modifies the benefit provided by your Contract, to the extent described below, and the charge for this rider is in addition to the charges defined in your Contract.

As used in this rider, Contract means the Contract or Certificate to which this rider is attached.

This rider guarantees an amount up to the Benefit Payment Remaining which may be withdrawn from the Contract each Benefit Year until the Benefit Base is depleted. This rider also guarantees a death benefit. If the Contract Value is reduced to zero and the Benefit Base is still greater than zero, the remaining Benefit Base will be distributed through the Withdrawal Benefit Payout Phase.

As used in this rider, withdrawal means the gross amount of a withdrawal before any applicable charges, fees, taxes or adjustments, including any applicable Market Value Adjustments.

The Rider Date is the date this rider was made a part of your Contract. The Initial Benefit Year is the period between the Rider Date and the first Contract Anniversary after the Rider Date. Each subsequent Benefit Year is identical to the Contract Year. The Rider Fee Percentage is used to calculate the Rider Fee, which is the annual cost of the rider. Refer to the Rider Fee section of this rider for a description of how the cost of the rider is determined and deducted.

Rider Date: [mm/dd/yyyy]

Withdrawal Benefit Factor: [0.08]

Rider Fee Percentage: [0.65%]

The following is added to your Contract.

I. Benefit Payment and Benefit Payment Remaining

The Benefit Payment is the amount available at the beginning of each Benefit Year that you may withdraw during that Benefit Year, subject to the Benefit Base remaining. The Benefit Payment Remaining is the amount remaining in a Benefit Year, subject to the Benefit Base remaining, that you may withdraw that will reduce your Benefit Base by the exact amount of the withdrawal and will not reduce the Benefit Payment available in future Benefit Years.

The Benefit Payment Remaining is equal to the Benefit Payment at the beginning of each Benefit Year. During each Benefit Year the Benefit Payment Remaining will be increased by purchase payments (and associated Credit Enhancements, if applicable to your Contract) multiplied by the Withdrawal Benefit Factor and reduced by the amount of each withdrawal. The Benefit Payment Remaining will never be less than zero.

On the Rider Date, the Benefit Payment is equal to the greater of:

- The Contract Value multiplied by the Withdrawal Benefit Factor; or
- The value of the Benefit Payment of the previous Withdrawal Benefit Rider (attached to your Contract) which is being terminated under a rider trade-in option.

After the Rider Date, the Benefit Payment will be increased by purchase payments (and associated Credit Enhancements, if applicable to your Contract) multiplied by the Withdrawal Benefit Factor and affected by withdrawals as follows:

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- If the withdrawal is less than or equal to the Benefit Payment Remaining in effect immediately prior to the withdrawal, the Benefit Payment is unchanged.
- If the withdrawal is greater than the Benefit Payment Remaining in effect immediately prior to the withdrawal, the Benefit Payment will be the lesser of:
 - The current Benefit Payment; or

- The Contract Value immediately prior to the withdrawal and the deduction of applicable charges (except Administrative Expense and Mortality and Expense Risk charges), less the amount of the withdrawal, multiplied by the Withdrawal Benefit Factor.

The Benefit Payment may be increased by the Maximum Anniversary Value or MAV according to the following: On each of the [10] Contract Anniversaries after the Rider Date, the Benefit Payment will be recalculated to the greater of:

- The Benefit Payment following application of all purchase payments and withdrawals on that Contract Anniversary; or
- The Contract Value on that Contract Anniversary, following the application of all purchase payments, withdrawals and charges, multiplied by the Withdrawal Benefit Factor.

For Contracts subject to section 401(a)(9) of the Internal Revenue Code, at our discretion, the Benefit Payment Remaining available during a Benefit Year may be increased on a non-discriminatory basis and without prior notice in order to satisfy IRS minimum distribution requirements arising from the Contract to which this rider is attached.

II. Benefit Base

The Benefit Base is used only for purposes of determining the Rider Fee and the amount remaining that may be withdrawn under the Contract as specified in this rider. It is not available as a Contract Value or Settlement Value.

On the Rider Date, the Benefit Base is equal to the Contract Value. After the Rider Date, the Benefit Base will be increased by purchase payments (and associated Credit Enhancements, if applicable to your Contract) and decreased by withdrawals as follows:

- If the withdrawal is less than or equal to the Benefit Payment Remaining in effect immediately prior to the withdrawal, the Benefit Base will be reduced by the amount of the withdrawal.
- If the withdrawal is greater than the Benefit Payment Remaining in effect immediately prior to the withdrawal, the Benefit Base will be the lesser of:
 - The Contract Value immediately prior to withdrawal and deduction of applicable charges (except Administrative Expense and Mortality and Expense Risk charges), less the amount of the withdrawal; or
 - The Benefit Base immediately prior to withdrawal less the amount of the withdrawal.

The Benefit Base may also be reduced in other situations as detailed in Section VI. of this rider.

The Benefit Base may be increased by the Maximum Anniversary Value or MAV according to the following: On each of the [10] Contract Anniversaries after the Rider Date, the Benefit Base will be recalculated to the

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greater of:

- The Benefit Base following application of all purchase payments and withdrawals on that Contract Anniversary; or
- The Contract Value on that Contract Anniversary following the application of all purchase payments, withdrawals and charges.

If the Benefit Base is reduced to zero, this rider will terminate.

III. Rider Fee

A Rider Fee will be deducted annually on each Contract Anniversary from each of the Variable Sub-accounts on a pro-rata basis in the proportion that your value in each Variable Sub-account bears to your total value in all Variable Sub-accounts. Rider Fees will decrease the number of Accumulation Units in each Variable Sub-account. If, at the time the Rider Fee is deducted, the Rider Fee exceeds the total value in all Variable Sub-accounts, the excess of the Rider Fee over the total value in all Variable Sub-accounts will be waived. The Rider Fee Percentage is shown on page 1 of this rider.

The first Rider Fee will be deducted on the first Contract Anniversary following the Rider Date. A Rider Fee will be deducted on each subsequent Contract Anniversary up to and including the date the rider is terminated. We will not charge a Rider Fee on the date the rider is terminated, on a date other than the Contract Anniversary, if the rider is terminated due to the commencement of the Payout Start Date or terminated under Section VIII. of this rider.

The Rider Fee is calculated as follows:

- For the first Contract Anniversary following the Rider Date, the Rider Fee is equal to the number of full months from the Rider Date to the first Contract Anniversary, divided by twelve, multiplied by the Rider Fee Percentage, with the result multiplied by the Benefit Base as of the first Contract Anniversary, as may be increased by purchase payments (and associated Credit Enhancements, if applicable to your Contract) and decreased by withdrawals, but prior to the Benefit Base being recalculated based on the Contract Value, if applicable.
- For subsequent Contract Anniversaries, the Rider Fee is equal to the Rider Fee Percentage multiplied by the Benefit Base as of that Contract Anniversary, as may be increased by purchase payments (and associated Credit Enhancements, if applicable to your Contract) and decreased by withdrawals, but prior to the Benefit Base being recalculated based on the Contract Value, if applicable.

If you terminate this rider on a date other than a Contract Anniversary, we will deduct a Rider Fee from each of the Variable Sub-accounts on a pro-rata basis in the proportion that your value in each Variable Sub-account bears to your total value in all Variable Sub-accounts. The Rider Fee will be pro-rated to cover the period from the last Contract Anniversary to the date of termination, or if you terminate this rider during the Initial Benefit Year, from the Rider Date to the date of termination. The pro-rated Rider Fee will be equal to the number of full months from the Contract Anniversary to the date of termination, or if you terminate this rider during the Initial Benefit Year, the number of full months from the Rider Date to the date of termination, divided by twelve, multiplied by the Rider Fee Percentage, with the result multiplied by the Benefit Base immediately prior to the withdrawal or termination.

The Rider Fee will be waived during the Withdrawal Benefit Payout Phase.

IV. Contract Value

If, after your Contract Value is reduced to zero due to fees or withdrawals, your Benefit Base is still greater than zero, your Contract will immediately enter the Withdrawal Benefit Payout Phase.

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Under this rider, we do not treat a withdrawal that reduces the Contract Value to less than \$1,000 as a withdrawal of the entire Contract Value.

V. Withdrawal Benefit Payout Phase

Under the Withdrawal Benefit Payout Phase, the Accumulation Phase of the Contract ends and the Contract enters the Payout Phase subject to the following:

- The Withdrawal Benefit Payout Start Date is the date the Withdrawal Benefit Payout Phase is entered and the Accumulation Phase of the Contract ends.
- No further withdrawals or purchase payments can be made after the Withdrawal Benefit Payout Start Date.
- Under the Withdrawal Benefit Payout Phase, the Payout Start Date is the first day of the next Benefit Year. We reserve the right to allow other Payout Start Dates on a nondiscriminatory basis without prior notice.
- Payments will be made to the Owner (or new Owner) at the end of each month starting at the end of the first month following the Payout Start Date under the Withdrawal Benefit Payout Phase. The amount of each payment will be equal to the Benefit Payment divided by 12, unless a payment frequency other than monthly is requested in a form acceptable to us and processed by us before the first payment is made. Payments will be made over a period certain equal to the Benefit Base divided by the Benefit Payment; therefore, the final payment may be less than each of the previous payments.
- If your Contract is subject to the required minimum distribution regulations, the period certain cannot exceed that which is required by Internal Revenue Code Section 401(a)(9) and regulations promulgated thereunder. Therefore, the amount of each payment under this rider may be larger during the period certain so that the sum of the payments made over this period equals the Benefit Base on the Payout Start Date. Additionally, we will not permit a change in the payment frequency or level.

- For all other Contracts, we reserve the right to allow other payment frequencies or levels to be requested on a nondiscriminatory basis without prior notice. In no event will we allow more than one change in the payment frequency or level during a Contract Year.
- If the Owner dies before all payments have been made, the remaining payments will continue to be made to the new Owner as scheduled.
- Once all payments scheduled have been paid, the Contract and rider will terminate.

VI. Owner and Assignment of Payments or Interest

If you change the Owner or assign any payments or interest under this Contract, as allowed, to any living or non-living person other than your spouse on or after the first calendar year anniversary of the Rider Date, the Benefit Base will be recalculated at this time to be the lesser of the current Contract Value or the current Benefit Base.

VII. Withdrawal Benefit Death Benefit

The Death Benefit provision of your Contract is modified as follows:

Prior to the Payout Start Date, the Death Benefit is equal to the greater of the Death Benefit, defined in the Death Benefit provision of your Contract, or the Withdrawal Benefit Death Benefit.

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Commencing on the Rider Date, the Withdrawal Benefit Death Benefit is equal to the Contract Value. After the Rider Date the Withdrawal Benefit Death Benefit will be increased by purchase payments (and associated Credit Enhancements, if applicable to your Contract) and decreased by withdrawals as follows:

- If the withdrawal is less than or equal to the Benefit Payment Remaining in effect immediately prior to the withdrawal, the Withdrawal Benefit Death Benefit will be reduced by the amount of the withdrawal.
- If the withdrawal is greater than the Benefit Payment Remaining in effect immediately prior to the withdrawal, the Withdrawal Benefit Death Benefit will be the lesser of:
 - The Contract Value immediately prior to withdrawal and deduction of applicable charges (except Administrative Expense and Mortality and Expense Risk charges), less the amount of the withdrawal; or
 - The Withdrawal Benefit Death Benefit immediately prior to withdrawal less the amount of the withdrawal.

The Withdrawal Benefit Death Benefit will never be less than zero.

VIII. Death of Owner or Annuitant

If the Owner or the Annuitant dies, then one of the following provisions will apply depending on which Option is selected under the Death of Owner or Death of Annuitant provisions of the Contract:

1. If the Contract is continued under Option D of the Death of Owner provision of the Contract, then this rider will continue unless the new Owner elects to cancel this rider. If the rider is continued, it will remain in effect until terminated pursuant to Section IX. below.
2. If the Contract is continued under Option D of the Death of Annuitant provision of the Contract, then this rider will continue unless the Owner elects to cancel this rider. If the rider is continued, it will remain in effect until terminated pursuant to Section IX. below.
3. If the Contract is not continued under either 1. or 2. above, then this rider will terminate on the date we receive a complete request for settlement of the Death Proceeds.

Notwithstanding the above, if the Contract death settlement options are governed by an endorsement (as with an IRA or 403(b) plan), and the endorsement allows for the continuation of the Contract upon the death of the Owner or the Annuitant, the rider will continue if spousal continuation is selected unless the new Owner elects to cancel this rider. If the rider is continued, it will remain in effect until terminated pursuant to Section IX below. If the Contract is not continued, then the rider will terminate on the date we received a complete request for settlement of Death Proceeds.

IX. Termination of the Rider

This rider will terminate on the earliest of the following to occur:

- The Benefit Base is reduced to zero;
- On the Payout Start Date (except if the Contract enters the Withdrawal Benefit Payout Phase as defined under Section V. of this rider);
- On the date the Contract is terminated;
- On the date this rider is terminated under Section VIII. of this rider.

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X. Investment Limitations for this Rider

By adding this rider to your Contract, you agree to adhere to certain requirements related to the Investment Alternatives in which you may invest until this rider is terminated pursuant to Section IX. above. The specific requirements will be determined by the Withdrawal Benefit Factor shown on Page 1 of this rider. These requirements may include, but are not limited to, maximum investment limits on certain Variable Sub-accounts or on certain Fixed Account Options, exclusion of certain Variable Sub-accounts or of certain Fixed Account Options, required minimum allocations to certain Variable Sub-accounts, and restrictions on transfers to or from certain Investment Alternatives. We may also require that you use an automatic portfolio rebalancing program. A current explanation and list of investment requirements is set forth in the prospectus that pertains to your Contract.

Except as amended in this rider the Contract remains unchanged.

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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. 333-220835

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 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; and The Allstate Advisor Variable Annuities – Advisor, Advisor Preferred (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

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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 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 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 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 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 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

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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 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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/s/John Rugel

P. John Rugel

Director and Senior Vice President

POWER OF ATTORNEY

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/s/Steven E. Shebik

Steven E. Shebik

Director

POWER OF ATTORNEY

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/s/Brian Stricker

Brian Stricker

Director and Senior Vice President

POWER OF ATTORNEY

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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

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The undersigned has subscribed hereunder this 5th day of October, 2017.

/s/Matthew E. Winter

Mathew E. Winter

Director and Chief Executive Officer

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.