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**SECURITIES AND EXCHANGE COMMISSION**  
WASHINGTON, D.C. 20549

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

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**ALLSTATE LIFE INSURANCE COMPANY**  
(Exact Name of Registrant)

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**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)

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**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)

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**COPIES TO:**

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

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

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### EXPLANATORY NOTE

This Pre-Effective Amendment No. 1 to the Registration Statement on Form S-3, File No. 333-220831, 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.

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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

Accelerated filer

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

Smaller reporting company

Emerging growth company

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

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**CALCULATION OF REGISTRATION FEE**

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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	\$3,184,255	\$1.00	\$1,100,000	\$0

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- (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 \$1,100,000 of interests in market value adjusted annuity contracts. Under rule 457(p) under the Securities Act of 1933, the filing fee set forth above was calculated based on the maximum aggregate offering price of \$1,100,000. In addition to the new securities, referenced above, that we are registering herewith, we are carrying over to this registration statement \$2,084,255 of unsold securities from registration #333-199260 filed on October 10, 2014, for which the filing fee of \$268 previously was paid. In connection with registration #333-220831 filed on October 5, 2017, the \$1,100,000 of interests being newly registered, the filing fee of \$136.95 previously was paid. As a result, there is no additional filing fee now due. 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. 333-199260), initially filed October 10, 2014, by Allstate Life Insurance Company. Upon effectiveness, this Registration Statement, which is a new Registration Statement, will also act as a post-effective amendment to such earlier Registration Statement.

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

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

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

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

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

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**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	\$361.00*
Legal fees	\$0
Accounting fees	\$6,600.00
Mailing fees	\$2,294.00*

\*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) Form of Underwriting Agreement filed herewith.
- (1)(b) Assignment & Delegation of Administrative Services Agreements, Underwriting Agreements, and Selling Agreements between ALFS, Inc. and Allstate Life Insurance Company, Allstate Life Insurance Company of New York, Charter National Life Insurance Company, Intramerica Life Insurance Company, Allstate Distributors, LLC, Allstate Financial Services, LLC & Lincoln Benefit Life Company filed herewith.
- (4)(a) Form of Flexible Premium Deferred Variable Annuity Contract and Application filed herewith.
- (4)(b) Death Benefit Amendatory Endorsement filed herewith.
- (4)(c) Form of Contract Endorsement (reflecting Allstate as issuer) filed herewith.
- (5) Opinion and Consent of General Counsel re: Legality of securities being registered filed herewith.
- (15) Letter re: unaudited interim financial information from Independent Registered Public Accounting Firm filed herewith.
- (23) Consent of Independent Registered Public Accounting Firm filed herewith.
- (24) Powers of Attorney for Brian R. Bohaty, John E. Dugenske, Angela K. Fontana, Mary Jane Fortin, Mario Imbarrato, Katherine A. Mabe, Harry R. Miller, Julie Parsons, Samuel H. Pilch, P. John Rugel, Steven E. Shebik, Brian Stricker, Thomas J. Wilson, and Matthew E. Winter. Filed herewith
- (99)(a) Merger Agreement and Articles of Merger Between Glenbrook Life and Annuity Company and Allstate Life Insurance Company filed herewith.
- (99)(b) Experts filed herewith.

## ITEM 17. UNDERTAKINGS

The undersigned registrant hereby undertakes:

- (1) That, for the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment to this registration statement shall be deemed to be a new registration statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (2) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
- (3) That each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness.
- (4) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities:

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

- (i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;
  - (ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;
  - (iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and
  - (iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.
- (5) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
  - (6) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

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**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.



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## EXHIBIT LIST

The following exhibits are filed herewith:

Exhibit No.	Description
<a href="#">(1)(a)</a>	Form of Underwriting Agreement
<a href="#">(1)(b)</a>	Assignment & Delegation of Administrative Services Agreements, Underwriting Agreements, and Selling Agreements
<a href="#">(4)(a)</a>	Form of Flexible Premium Deferred Variable Annuity Contract and Application
<a href="#">(4)(b)</a>	Death Benefit Amendatory Endorsement
<a href="#">(4)(c)</a>	Form of Contract Endorsement
<a href="#">(5)</a>	Opinion and Consent of General Counsel re: Legality of securities being registered
<a href="#">(15)</a>	Letter Re: Unaudited Interim Financial Information from Independent Registered Public Accounting Firm
<a href="#">(23)</a>	Consent of Independent Registered Public Accounting Firm
<a href="#">(24)</a>	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.
<a href="#">(99)(a)</a>	Merger Agreement and Articles
<a href="#">(99)(b)</a>	Experts

## UNDERWRITING AGREEMENT

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

### RECITALS

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

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

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

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

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

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

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

#### 1. AUTHORITY AND DUTIES

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

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

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

#### 2. WARRANTIES

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

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

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

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

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

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

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

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

in connection with the distribution of the Contracts; and

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

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

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

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

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

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

### 3. BOOKS AND RECORDS

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

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

### 4. SALES MATERIALS

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

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

### 5. COMPENSATION

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

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

### 6. PURCHASE PAYMENTS

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

### 7. UNDERWRITING TERMS

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

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

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

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

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

#### 8. LEGAL AND REGULATORY ACTIONS

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

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

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

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

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

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

#### 9. TERMINATION

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

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

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

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

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

(iii) violates the conditions of this Agreement.

#### 10. INDEMNIFICATION

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

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

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

#### 11. GENERAL PROVISIONS

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

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

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

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

#### **GLENBROOK LIFE AND ANNUITY COMPANY**

(AND GLENBROOK LIFE AND ANNUITY COMPANY SEPARATE ACCOUNT A)

BY:

-----  
PRESIDENT AND CHIEF OPERATING OFFICER Date

#### **ALLSTATE LIFE FINANCIAL SERVICES, INC.**

BY:

-----  
PRESIDENT AND CHIEF EXECUTIVE OFFICER Date

# UNDERWRITING AGREEMENT

"CONTRACTS" FORM #

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AIM Lifetime Plus Variable Annuity GLMU Series per Selling Agreement Schedule

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

**BETWEEN**

**ALFS, INC.**

**AND**

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

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

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

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

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

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

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

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

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

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

**I. Agreements: Assignment & Delegation:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

## **II. MISCELLANEOUS**

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

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

**ALLSTATE LIFE INSURANCE  
COMPANY**

By: /s/ Mario Rizzo

Mario Rizzo

Title: Senior Vice President and Treasurer

Date: 8/29/2011

**ALLSTATE DISTRIBUTORS, LLC**

By: /s/ Mario Rizzo

Mario Rizzo

Title: Senior Vice President and  
Assistant Treasurer

Date: 8/29/2011

**ALFS, Inc.**

By: /s/ Mario Rizzo

Mario Rizzo

Title: Senior Vice President and  
Assistant Treasurer

Date: 8/29/2011

**ALLSTATE LIFE INSURANCE  
COMPANY OF NEW YORK**

By: /s/ Mario Rizzo

Mario Rizzo

Title: Senior Vice President and Treasurer

Date: 8/29/2011

**CHARTER NATIONAL LIFE  
INSURANCE COMPANY**

By: /s/ Mario Rizzo

Mario Rizzo

Title: Senior Vice President and Treasurer

Date: 8/29/2011

**INTRAMERICA LIFE INSURANCE  
COMPANY**

By: /s/ Mario Rizzo

Mario Rizzo

Title: Senior Vice President and Treasurer

Date: 8/29/2011

**LINCOLN BENEFIT LIFE COMPANY**

By: /s/ Mario Rizzo

Mario Rizzo

Title: Senior Vice President and Treasurer

Date: 8/29/2011

**ALLSTATE FINANCIAL SERVICES,  
LLC**

By: /s/ Mario Rizzo

Mario Rizzo

Title: Senior Vice President and  
Assistant Treasurer

Date: 8/29/2011

**FLEXIBLE PREMIUM DEFERRED  
VARIABLE ANNUITY CONTRACT**

GLENBROOK LIFE AND ANNUITY COMPANY, A Stock Company, Home Office:  
Allstate Plaza, Northbrook, Illinois 60062

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

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

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, VARIES TO REFLECT THE PERFORMANCE OF THE VARIABLE ACCOUNT. FOR AMOUNTS IN THE FIXED ACCOUNT, THE WITHDRAWAL BENEFIT, THE DEATH BENEFIT, TRANSFERS TO OTHER SUB- ACCOUNTS AND ANY PERIODIC INCOME PAYMENTS MAY BE SUBJECT TO A MARKET VALUE ADJUSTMENT WHICH MAY RESULT IN AN UPWARD OR DOWNWARD ADJUSTMENT OF THE AMOUNT DISTRIBUTED.

This Contract does not pay dividends.

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

**PLEASE READ YOUR CONTRACT CAREFULLY.**

**THIS IS A LEGAL CONTRACT BETWEEN THE CONTRACT OWNER(S) AND GLENBROOK LIFE AND ANNUITY COMPANY.**

**RETURN PRIVILEGE**

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. IF THIS CONTRACT IS QUALIFIED UNDER SECTION 408 OF THE INTERNAL REVENUE CODE, WE WILL REFUND THE GREATER OF ANY PURCHASE PAYMENTS OR THE CONTRACT VALUE.

If you have any questions about your Glenbrook Life variable annuity, please contact Glenbrook Life at (708) 402-6185.

/S/ Michael J. Velotta /S/ Louis G. Lower, II  
Secretary President

**FLEXIBLE PREMIUM DEFERRED VARIABLE ANNUITY**

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**THE PERSONS INVOLVED**

**OWNER.** The person named at the time of application is the owner of this 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. If the owner is a natural person, you may change the annuitant prior to the Payout Start Date. Once we have received a satisfactory written request for an owner, beneficiary or annuitant change, 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. However, you may assign periodic income payments under this Contract prior to the Payout Start Date. We are bound by an assignment only if it is signed by the assignor and filed with us. We are not responsible for the validity of an assignment.

If the sole surviving owner dies prior to the Payout Start Date, the beneficiary becomes the new owner. If the sole surviving owner dies after the Payout Start Date, the beneficiary becomes the new owner and will receive any subsequent guaranteed income payments.

If more than one person is designated as owner:

// owner as used in this contract refers to all people named as owners, unless otherwise indicated;

// any request to exercise ownership rights must be signed by all owners; and

// on the death of any person who is an owner, the surviving person(s) named as owner will continue as owner.

**ANNUITANT.** The annuitant is the person named on the Annuity Data Page, but may be changed by the owner, as described above. The annuitant must be a natural person. If the annuitant dies prior to the Payout Start Date, the new annuitant will be:

// the youngest owner; otherwise,

// the youngest beneficiary.

**BENEFICIARY.** The beneficiary is the person(s) named on the Annuity Data Page, 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:

// your spouse if living; otherwise

// your children equally if living; otherwise

// your estate.

The beneficiary may become the owner under the circumstances described above.

The beneficiary may assign benefits under the Contract, as described above, once they are payable to the beneficiary. 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.

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## ACCUMULATION PHASE

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

**CONTRACT YEAR.** The one year period beginning on the issue date and on each anniversary of the issue date.

**PURCHASE PAYMENTS.** You may make subsequent purchase payments during the Accumulation Phase. The number of purchase payments is unlimited. The minimum subsequent purchase payment amount is \$500. We may limit the maximum amount of purchase payments we will accept.

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%. For each purchase payment, the minimum amount that may be allocated to the Fixed Account is \$500.

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 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.

**INVESTMENT ALTERNATIVES.** Investment Alternatives are the Sub-accounts of the Variable Account and the Sub-accounts of the Fixed Account shown on the Annuity Data Page.

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

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

**FIXED ACCOUNT.** The Fixed Account is divided into Sub-accounts. A Sub-account is identified by the Guarantee Period and the date the Guarantee Period begins. You create a Sub-account when:

// you make a purchase payment; or

// you select a new Guarantee Period after the prior Sub-account expires; or

// you transfer an amount from an existing Sub-account of the Variable Account or the Fixed Account.

A Sub-account continues until the end of the Guarantee Period.

You must select the Guarantee Period for all purchase payments and transfers allocated to the Fixed Account. If you do not select a Guarantee Period for a purchase payment or transfer, we will assign the same period(s) as used for the most recent purchase payment. Guarantee Periods may be 1, 3, 5, 7, or 10 years. We may change the Guarantee Periods available for future purchase payments or transfers allocated to the Fixed Account.

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

// take no action and we will automatically renew the Sub-account value to a Guarantee Period of the same duration to be established on the day the previous Guarantee Period expired; or

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

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

// receive a portion of the Sub-account value or the entire Sub-account value through a partial or full withdrawal that is not subject to a Market Value Adjustment. In this case, the amount withdrawn will be deemed to have been withdrawn on the day the Guarantee Period expired.

The minimum amount that can be allocated to a new Sub-account is \$500.

**CREDITING INTEREST.** We credit interest daily to money allocated to the Fixed Account 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 from the issue date. We will credit interest to subsequent purchase payments from the date we receive them. We will credit interest to transfers from the date the transfer is made. The interest rates 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 between Investment Alternatives. You may make 12 transfers per Contract Year without charge. Each transfer after the 12th transfer in any Contract Year may be assessed a \$10 transfer fee. Transfers are subject to the following restrictions.

// The minimum amount that may be transferred into a Sub-account of the Fixed Account is \$500.

// Any transfer from a Sub-account of the Fixed Account at a time other than during the 30 day period after a Guarantee Period expires will be subject to a Market Value Adjustment.

// If any transfer reduces the value of a Sub-account of the Fixed Account to less than \$500, we will treat the request as a transfer of the entire Sub-account value.

We reserve the right to waive the transfer 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 sum of Sub-account values in the Fixed Account.

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

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

**NET INVESTMENT FACTOR.** For each Sub-account of the Variable Account, the "Net Investment Factor" for a Valuation Period is (A) divided by (B), minus (C) where:

(A) is the sum of:

(1) the net asset value per share of the mutual fund underlying the Sub-account determined at the end of the current Valuation Period, plus

(2) the per share amount of any dividend or capital gain distributions made by the mutual fund underlying the Sub-account during the current Valuation Period.

(B) is the net asset value per share of the mutual fund underlying the Sub-account determined as of the end of the immediately preceding Valuation Period.

(C) is the sum of the annualized Administrative Expense Charge and the annualized Mortality and Expense Risk Charge divided by 365 and then multiplied by the number of calendar days in the current Valuation Period.

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

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

**MORTALITY AND EXPENSE RISK CHARGE.** The annualized Mortality and Expense Risk Charge will never be greater than 1.35%. (See Net Investment Factor for a description of how this charge is applied.)

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

**CONTRACT MAINTENANCE CHARGE.** Prior to the Payout Start Date, a Contract Maintenance Charge will be deducted from your Contract Value on each contract anniversary. The charge will be deducted on a pro-rata basis from each Sub- account of the Variable Account in the proportion that your value in each bears to your total value in all Sub-accounts of the Variable Account. A full Contract Maintenance Charge will be deducted if the Contract is terminated on any date other than a contract anniversary. After the Payout Start Date the Contract Maintenance Charge will be deducted in equal parts from each income payment. The annualized charge will never be greater than \$35 per contract year. The Contract Maintenance Charge will be waived if total purchase payments are \$50,000 or more or if all money is allocated to the Fixed Account on the contract anniversary.

**TAXES.** Any premium tax or income tax withholding 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 value of any Sub-account of the Fixed Account to less than \$500, we will treat the request as a withdrawal of the entire Sub- account value. 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, Market Value Adjustment, and taxes.

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**FREE WITHDRAWAL AMOUNT.** Each Contract Year the Free Withdrawal Amount is equal to 10% of the Contract Value, as determined on the date of the first withdrawal during the Contract Year. Each Contract Year you may withdraw the Free Withdrawal Amount without any Withdrawal Charge or Market Value Adjustment. Each Contract Year begins on the anniversary of the date the Contract was established. Any Free Withdrawal Amount which is not withdrawn in a year may not be carried over to increase the Free Withdrawal Amount in a subsequent year.

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

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

Percentage: 6% 6% 5% 5% 4% 4% 3% 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 that part of each purchase payment withdrawal that is in excess of the Free Withdrawal Amount.

To determine federal tax liability, withdrawals are assumed to be made from earnings first.

**MARKET VALUE ADJUSTMENT.** Withdrawals in excess of the Free Withdrawal Amount, transfers, death benefits, and amounts applied to an income plan from a Sub- account of the Fixed Account other than during the 30 day period after a Guarantee Period expires are subject to a Market Value Adjustment. A Market Value Adjustment is an increase or decrease in the amount reflecting changes in the level of interest rates since the Sub-account was established. As used in this provision, "Treasury Rate" means the U. S. Treasury Note Constant Maturity yield as reported in Federal Reserve Bulletin Release H.15. The Market Value Adjustment is based on the following:

I = the Treasury Rate for a maturity equal to the Sub-account's Guarantee Period for the week preceding the establishment of the Sub-account;

N = the number of whole and partial years from the date we receive the withdrawal or death benefit request, or from the Payout Start Date, to the end of the Sub-account's Guarantee Period;

J = the Treasury Rate for a maturity of length N for the week preceding the receipt of the withdrawal request, death benefit request, or Income Payment request. If a Note with a maturity of length N is not available, a weighted average will be used. If N is one year or less, J will be the 1-year Treasury Rate.

An adjustment factor is determined from the following formula:

$$.9 \times (I - J) \times N$$

The amount subject to a Market Value Adjustment that is deducted from a Sub- account of the Fixed Account is multiplied by the adjustment factor to determine the amount of the Market Value Adjustment. The amount deducted from the Sub- account includes the amount we pay you, income tax we withhold for you, the Withdrawal Charge, any applicable premium tax charge, and the Market Value Adjustment.

**DEATH OF OWNER OR ANNUITANT.** A death benefit may be paid to the owner determined immediately after the death if, prior to the Payout Start Date:

// any owner dies; or

// the annuitant dies and the owner is not a natural person.

#### Page 7

If the owner eligible to receive the death benefit is not a natural person, then the owner must receive the death benefit in a lump sum within five years of the date of death.

Otherwise, within 60 days of the date when the death benefit is calculated, the owner may elect to receive the death benefit under an Income Plan or in a lump sum. Payments from the Income Plan must begin within one year of the date of death and must be payable throughout:

// the life of the owner; or

// a period not to exceed the life expectancy of the owner; or

// the life of the owner with payments guaranteed for a period not to exceed the life expectancy of the owner.

Any death benefit payable in a lump sum must be paid within five years of the date of death. If no election is made, funds will be distributed at the end of the five year period.

If the surviving spouse of the deceased owner is the new owner, then the spouse may elect one of the options listed above or 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 surviving spouse may make a single withdrawal of any amount within one year of the date of death without incurring a Withdrawal Charge. However, any applicable Market Value Adjustment, determined as of the date of the withdrawal, will apply.

**DEATH BENEFIT.** Prior to the Payout Start Date, the death benefit is equal to the greatest of:

// Contract Value on the date we determine the death benefit; or

// the amount that would have been payable in the event of a full withdrawal of the Contract Value on the date we determine the death benefit; or

// the Contract Value on the Death Benefit Anniversary immediately preceding the date we determine the death benefit adjusted by any purchase payments, withdrawals and charges made between such Death Benefit Anniversary and the date we determine the death benefit.

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

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

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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 adjusted by any Market Value Adjustment and less any applicable taxes is applied to the Income Plan you choose and is paid out as provided in that plan.

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

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

The Payout Start Date must be on or before the later of:

// the annuitant's 90th birthday; or

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

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

1. **LIFE INCOME WITH GUARANTEED PAYMENTS.** We will make payments for as long as the annuitant lives. If the annuitant dies before the selected number of guaranteed payments have been made, we will continue to pay the remainder of the guaranteed payments.

2. **JOINT AND SURVIVOR LIFE INCOME WITH GUARANTEED PAYMENTS.** We will make payments for as long as either the annuitant or joint annuitant, named at the time of Income Plan selection, lives. If both the annuitant and the joint annuitant die before the selected number of guaranteed payments have been made, we will continue to pay the remainder of the guaranteed payments.

3. **GUARANTEED PAYMENTS FOR A SPECIFIED PERIOD.** We will make payments for a specified period 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.

We reserve the right to make available other Income Plans.



INCOME PAYMENTS. Income payment amounts may vary based on any Sub-account of the Variable Account and/or may be fixed for the duration of the Income Plan. The method of calculating the initial payment is different for the two accounts. The Contract Maintenance Charge will be deducted in equal payments from each income payment. The Contract Maintenance Charge will be waived if total Purchase Payments are \$50,000 or more.

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

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

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

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

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

FIXED AMOUNT INCOME PAYMENTS. The income payment amount derived from any monies allocated to Sub-accounts of the Fixed Account during the Accumulation Phase are fixed for the duration of the Income Plan. The Fixed Amount Income Payment is calculated by applying the portion of the Contract Value in the Fixed Account on the Payout Start Date, adjusted by any Market Value Adjustment and less any applicable premium tax, to the greater of the appropriate value from the Income Payment Table selected or such other value as we are offering at that time.

ANNUITY TRANSFERS. After the Payout Start Date, no transfers may be made from the Fixed Amount Income Payment. Transfers between Sub-accounts of the Variable Account, or from the Variable Amount Income Payment to the Fixed Amount Income Payment may not be made for six months after the Payout Start Date. Annuity Transfers may be made once every six months thereafter.

PAYOUT TERMS AND CONDITIONS. The income payments are subject to the following terms and conditions:

// If the Contract Value is less than \$2,000, or not enough to provide an initial payment of at least \$20, we reserve the right to:

// change the payment frequency to make the payment at least \$20; or

// terminate the Contract and pay you the Contract Value adjusted by any Market Value Adjustment and less any applicable taxes in a lump sum.

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

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

// proof of age and sex before income payments begin; and

// proof that the annuitant or joint annuitant is still alive before we make each payment.

// After the Payout Start Date, the Income Plan cannot be changed and withdrawals cannot be made unless income payments are being made from the Variable Account under Income Plan 3. You may terminate the income payments being made from the Variable Account under Income Plan 3 at any time and withdraw their value, subject to Withdrawal Charges.

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

INCOME PAYMENT TABLES

The initial income payment will be at least the amount based on the adjusted age of the annuitant(s) and the tables below, less any federal income taxes which are withheld. The adjusted age is the actual age 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											
-----											
Age	Male	Female	Age	Male	Female	Age	Male	Female	Age	Male	Female
-----											
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

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**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 Age  
 -----

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

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**

-----  
 Specified Period Monthly Income Payment for each  
 \$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 attached application, and any attached endorsements.

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

Only our officers may, in order to conform to any state or federal law, change the Contract or waive a right or requirement. No other individual may do this.

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.

**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; or

// stop payments until the total payments are equal to the corrected amount.

For purposes of the Misstatement of Age or Sex provision, interest will be calculated at an effective annual rate of 6%.

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

SETTLEMENTS. We may require that this Contract be returned to us prior to any settlement. We must receive due proof of death of the owner or annuitant prior to settlement of a death claim. Due proof of death is one of the following:

// a certified copy of a death certificate; or

// a certified copy of a decree of a court of competent jurisdiction as to a finding of death; or

// any other proof acceptable to us.

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

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

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

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

// the Securities and Exchange Commission permits delay for the protection of Contract holders.

We reserve the right to postpone payments or transfers from the Fixed Account for up to six months. If we elect to postpone payments or transfers 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 or transfer is made.

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

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

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

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

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**GLENBROOK LIFE AND ANNUITY COMPANY**  
(herein called "we" or "us")

**Amendatory Endorsement**

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.

(a) The Beneficiary provision in your Contract is deleted and replaced with the following: -----

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

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

**Benefits Payable to Beneficiaries**

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

If the sole surviving Owner dies before the Payout Start Date, the Beneficiary(ies) may elect to receive a Death Benefit or become the new Owner with rights as defined in the Death of Owner provision.

**Order of Payment of Benefits**

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

**Primary Beneficiary**

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

**Contingent Beneficiary**

After the Payout Start Date, if no Primary Beneficiary(ies) survives the sole surviving Owner, the Contingent Beneficiary(ies), if a natural person, will receive the income payments scheduled to continue. If the sole surviving Owner and all Primary Beneficiaries die before the Payout Start Date, the Contingent Beneficiary(ies), if a natural person, will have the right to elect to receive a death benefit or become the new Owner with rights as defined in the Death of Owner provision.

If no named Beneficiary is a natural person 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 or other type of non-natural person, all Beneficiaries will be considered to be non-natural persons for the above purposes.

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

If there is more than one Beneficiary taking shares of the death proceeds, each Beneficiary will be treated as a separate and independent owner of his or her respective share of the death proceeds. Each Beneficiary will exercise all rights related to his or her share of the death proceeds, including the sole right to select a payout option, subject to any restrictions previously placed upon the Beneficiary. Each Beneficiary may designate a Beneficiary(ies) for his or her respective share, but that designated Beneficiary(ies) will be restricted to the payout option chosen by the original Beneficiary.

(b) The following sentence is added to the Owner provision of your Contract:

If the Owner is a Grantor Trust, the Owner will be considered a non-natural person for purposes of the Death of Owner and Death of Annuitant provisions of your Contract.

(c) The Death of Owner provision in your Contract is deleted and replaced with the following:

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

ownership as the Beneficiary, the new Owner's options will be subject to any restrictions previously placed upon the Beneficiary.

1. If your spouse is the sole surviving Owner or is the sole Beneficiary if no surviving Owner:

a. Your spouse may elect to receive the death proceeds described below in a lump sum; or

b. Your spouse 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:

The Payout Start Date must be within one year of your date of death. Income Payments must be payable:

i. over the life of your spouse; or

ii. for a guaranteed number of payments from 5 to 50 years but not to exceed the life expectancy of your spouse; or

iii. over the life of your spouse with a guaranteed number of payments from 5 to 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 the Contract will continue in the Accumulation Phase as if the death had not occurred. If the Contract is continued in the Accumulation Phase, the following conditions apply:

The Contract Value of the continued Contract will be the death proceeds. Unless otherwise instructed by the continuing spouse, 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 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 of the date the Contract is continued, your surviving spouse may choose one of the following transfer alternatives without incurring a transfer fee:

i. transfer all or a portion of the excess among the Variable Sub-accounts;

ii. transfer all or a portion of the excess into the Guaranteed Maturity Fixed Account and begin a new Guarantee Period; or

iii. transfer all or a portion of the excess into a combination of Variable Sub-accounts and the Guaranteed Maturity Fixed Account.

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

The surviving spouse may make a single withdrawal of any amount within one year of the date of your death without incurring a Withdrawal Charge or Market Value Adjustment.

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

Only one spousal continuation is allowed under this Contract.

2. If the new Owner is not your spouse but is a natural person:

a. The new Owner may elect to receive the death proceeds in a lump sum; or

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:

The Payout Start Date must be within one year of your date of death. Income Payments must be payable:

i. over the life of the new Owner; or

ii. for a guaranteed number of payments from 5 to 50 years but not to exceed the life expectancy of the new Owner; or

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

c. If the New Owner does not elect one of the options above, then the new Owner must receive the Contract Value payable within 5 years of your date of death. On the date we receive the complete request for settlement of the death proceeds, the Contract Value under this option will be the death proceeds. Unless otherwise instructed by the new Owner, the excess, if any, of the death proceeds over the Contract Value will be allocated to the Money Market Variable Sub-Account. Henceforth, 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.

We reserve the right to offer additional options upon Death of Owner.

If the new Owner dies prior to the complete liquidation of the Contract Value, then the new Owner's named beneficiary(ies) will receive the greater of the Settlement Value or the remaining Contract Value. This amount must be liquidated as a lump sum within 5 years of the date of the original Owner's death.

3. If the new Owner is a corporation or other type of non-natural person:

a. The new Owner may elect to receive the death proceeds in a lump sum; or

b. If the new Owner does not elect the option above, then the new Owner must receive the Contract Value payable within 5 years of your date of death. On the date we receive the complete request for settlement of the death proceeds, the Contract Value under this option will be the death proceeds. Unless otherwise instructed by the new Owner, the excess, if any, of the death proceeds over the Contract Value will be allocated to the Money Market Variable Sub-Account. Henceforth, 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 during this 5 year period.

We reserve the right to offer additional options upon Death of Owner.

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

Under any of these options, all ownership rights, subject to any restrictions previously placed upon the Beneficiary, are available to the new Owner from the date of your death to the date on which the death proceeds are paid.

**Death Proceeds** If we receive a complete request for settlement of the death proceeds within 180 days of the date of your 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 reserve the right to extend, on a non-discriminatory basis, the 180-day period in which the death proceeds will equal the Death Benefit as described below. This right applies only to the amount payable as death proceeds and in no way restricts when a claim may be filed.

(d) The Death of Annuitant provision in your Contract is deleted and replaced with the following:

If the Annuitant who is not also the Owner dies prior to the Payout Start Date, the following apply:

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

2. If the Owner is a non-natural person:

a. The Owner may elect to receive the death proceeds in a lump sum; or

b. If the Owner does not elect the option above, then the Owner must receive the Contract Value payable within 5 years of the Annuitant's date of death. On the date we receive the complete request for settlement of the death proceeds, the Contract Value under this option will be the death proceeds. Unless otherwise instructed by the Owner, the excess, if any, of the death proceeds over the Contract Value will be allocated to the Money Market Variable Sub-Account. Henceforth, 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 during this 5 year period.

We reserve the right to offer additional options upon Death of Annuitant.

Under any of these options, all ownership rights are available to the non-natural Owner from the date of the Annuitant's death to the date on which the death proceeds are paid.

**Death Proceeds** If we receive a complete request for settlement of the death proceeds within 180 days of the date of the 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 reserve the right to extend, on a non-discriminatory basis, the 180-day period in which the death proceeds will equal the Death Benefit as described below. This right applies only to the amount payable as death proceeds and in no way restricts when a claim may be filed.

Except as amended in this endorsement, the Contract remains unchanged.

[GRAPHIC OMITTED][GRAPHIC OMITTED]

**Secretary Chairman and Chief Executive Officer**

**Allstate Life Insurance Company**  
(herein called "We" or "Us")

**Amendatory Endorsement**

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

We have issued this endorsement as part of the Contract to which it is attached.

The following changes are made to your contract.

1. The Company name is deleted and replaced with:

**Allstate Life Insurance Company**

2. Home office address is deleted and replaced with:

3100 Sanders Road, Northbrook, IL 60062

Except as amended in this endorsement, the Contract remains unchanged.

[GRAPHIC OMITTED][GRAPHIC OMITTED] [GRAPHIC OMITTED][GRAPHIC OMITTED]

**Exhibit 5**

**ALLSTATE LIFE INSURANCE COMPANY  
LAW AND REGULATION DEPARTMENT**

2775 Sanders Road, Suite A2E  
Northbrook, Illinois 60062  
Direct Dial Number (847) 402-9365

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

November 3, 2017

TO: ALLSTATE LIFE INSURANCE COMPANY  
NORTHBROOK, ILLINOIS 60062

FROM: ANGELA K. FONTANA  
DIRECTOR, VICE PRESIDENT, GENERAL COUNSEL AND SECRETARY

RE: FORM S-3 REGISTRATION STATEMENT  
UNDER THE SECURITIES ACT OF 1933  
FILE NO. 333-220831

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 AIM Lifetime Plus Variable Annuity (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 does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 5th day of October, 2017.

/s/John E. Dugenske

John E. Dugenske  
Director, Executive Vice President  
and Chief Investment Officer

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the person whose signature appears below does hereby make, constitute and appoint each of Matthew E. Winter and Mario Imbarrato, as her true and lawful attorney-in-fact and agent with all power and authority on her behalf to sign her name, in any and all capabilities, Form S-3 registration statements of Allstate Life Insurance Company pertaining to, but not limited to, The Allstate Advisor Variable Annuities - Allstate Advisor, Allstate Advisor Plus, Allstate Advisor Preferred; The Allstate Variable Annuities - Allstate Variable Annuity, Allstate Variable Annuity - L Share; The Allstate Advisor Variable Annuities - Advisor, Advisor Preferred; AIM Lifetime Plus II Variable Annuity; AIM Enhanced Choice Variable Annuity; The Allstate Provider Suite Variable Annuities; The Allstate Provider Variable Annuity Series - The Allstate Provider Advantage Variable Annuity, The Allstate Provider Ultra Variable Annuity, The Allstate Provider Extra Variable Annuity; AIM Lifetime America Variable Annuities Series - AIM Lifetime America Classic, AIM Lifetime America Regal, AIM Lifetime America Freedom; The STI Classic Variable Annuity; and AIM Lifetime Plus Variable Annuity.

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The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 5th day of October, 2017.

/s/Angela K. Fontana

Angela K. Fontana  
Director

## POWER OF ATTORNEY

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The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 5th day of October, 2017.

/s/Mary Jane Fortin

Mary Jane Fortin  
Director and President

## POWER OF ATTORNEY

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The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 5th day of October, 2017.

/s/Mario Imbarrato

Mario Imbarrato

Director, Vice President

and Chief Financial Officer

## POWER OF ATTORNEY

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The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 5th day of October, 2017.

/s/Katherine A. Mabe

Katherine A. Mabe  
Director



## POWER OF ATTORNEY

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The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 5th day of October, 2017.

/s/Harry R. Miller

Harry R. Miller

Director, Senior Vice President  
and Chief Risk Officer

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the person whose signature appears below does hereby make, constitute and appoint each of Angela K. Fontana and Matthew E. Winter, as her true and lawful attorney-in-fact and agent with all power and authority on her behalf to sign her name, in any and all capabilities, Form S-3 registration statements of Allstate Life Insurance Company pertaining to, but not limited to, The Allstate Advisor Variable Annuities - Allstate Advisor, Allstate Advisor Plus, Allstate Advisor Preferred; The Allstate Variable Annuities - Allstate Variable Annuity, Allstate Variable Annuity - L Share; The Allstate Advisor Variable Annuities - Advisor, Advisor Preferred; AIM Lifetime Plus II Variable Annuity; AIM Enhanced Choice Variable Annuity; The Allstate Provider Suite Variable Annuities; The Allstate Provider Variable Annuity Series - The Allstate Provider Advantage Variable Annuity, The Allstate Provider Ultra Variable Annuity, The Allstate Provider Extra Variable Annuity; AIM Lifetime America Variable Annuities Series - AIM Lifetime America Classic, AIM Lifetime America Regal, AIM Lifetime America Freedom; The STI Classic Variable Annuity; and AIM Lifetime Plus Variable Annuity.

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The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 5th day of October, 2017.

/s/Julie Parsons  
Julie Parsons  
Director

## POWER OF ATTORNEY

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The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 5th day of October, 2017.

/s/Samuel H. Pilch

Samuel H. Pilch

Director, Senior Group Vice

President and Controller

## POWER OF ATTORNEY

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The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 5th day of October, 2017.

/s/John Rugel

P. John Rugel

Director and Senior Vice President

## POWER OF ATTORNEY

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The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 5th day of October, 2017.

/s/Steven E. Shebik

Steven E. Shebik

Director

## POWER OF ATTORNEY

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The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 5<sup>th</sup> day of October, 2017.

/s/Brian Stricker

Brian Stricker

Director and Senior Vice President

## POWER OF ATTORNEY

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The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 5th day of October, 2017.

/s/Thomas J. Wilson

Thomas J. Wilson

Director and Chairman of the Board

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the person whose signature appears below does hereby make, constitute and appoint each of Angela K. Fontana and Mario Imbarrato, as his true and lawful attorney-in-fact and agent with all power and authority on his behalf to sign his name, in any and all capabilities, Form S-3 registration statements of Allstate Life Insurance Company pertaining to, but not limited to, The Allstate Advisor Variable Annuities - Allstate Advisor, Allstate Advisor Plus, Allstate Advisor Preferred; The Allstate Variable Annuities - Allstate Variable Annuity, Allstate Variable Annuity - L Share; The Allstate Advisor Variable Annuities - Advisor, Advisor Preferred; AIM Lifetime Plus II Variable Annuity; AIM Enhanced Choice Variable Annuity; The Allstate Provider Suite Variable Annuities; The Allstate Provider Variable Annuity Series - The Allstate Provider Advantage Variable Annuity, The Allstate Provider Ultra Variable Annuity, The Allstate Provider Extra Variable Annuity; AIM Lifetime America Variable Annuities Series - AIM Lifetime America Classic, AIM Lifetime America Regal, AIM Lifetime America Freedom; The STI Classic Variable Annuity; and AIM Lifetime Plus Variable Annuity.

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The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 5th day of October, 2017.

/s/Matthew E. Winter

Mathew E. Winter

Director and Chief Executive Officer



## **AGREEMENT AND PLAN OF MERGER**

This Agreement and Plan of Merger (this "Agreement") is entered into this 9th day of August, 2004 by and between Glenbrook Life and Annuity Company ("GLAC"), an insurance company organized under the laws of Arizona (hereinafter sometimes referred to as the "Merging Corporation"), and Allstate Life Insurance Company ("ALIC"), an insurance company organized under the laws of Illinois (hereinafter sometimes referred to as the "Surviving Corporation"). The Merging Corporation and the Surviving Corporation are sometimes hereinafter severally and collectively referred to as the "Constituent Corporations."

### **WITNESSETH:**

WHEREAS, GLAC was incorporated under the laws of the State of Indiana on August 25, 1965 and redomesticated to the State of Illinois on May 28, 1992, then redomesticated to the State of Arizona on December 28, 1998, and has an authorized capital stock of \$5,000,000, consisting of 10,000 shares of common stock having a par value of \$500 per share, 5,000 of which are issued and outstanding;

WHEREAS, ALIC was incorporated under the laws of the State of Illinois on March 6, 1957, and has an authorized capital stock of \$305,402,600, consisting of 23,800 shares of common stock having a par value of \$227 per share, all of which are issued and outstanding, and 3 million shares of non-voting preferred stock with a par value of \$100 per share of which 815,460 shares are outstanding as of August 31, 2003; and

WHEREAS, the respective Boards of Directors of each of the Constituent Corporations have determined that it is advisable and in the best interest of both of the Constituent Corporations and their stockholders that GLAC be merged into ALIC in accordance with the terms and conditions hereinafter set forth, pursuant to and in accordance with the laws of the States of Arizona and Illinois, which laws permit such mergers.

NOW, THEREFORE, in order to effect the transactions contemplated by this Agreement and Plan of Merger and in consideration of the premises and the mutual covenants and agreements herein contained, it is hereby agreed as follows:

### **ARTICLE I**

1.1 Merger. In accordance with the applicable provisions of the laws of the States of Arizona and Illinois, and subject to the terms and conditions of this Agreement, GLAC shall be merged with and into ALIC (the "Merger") on the Effective Date (as defined in Section 3.2 below). The separate existence of GLAC shall cease and the existence of ALIC shall continue unaffected and unimpaired by the Merger with all rights, privileges, immunities and powers, and subject to all the duties and liabilities of a corporation organized under the insurance laws of the State of Illinois.

### **ARTICLE II**

2.1 Articles of Incorporation. The Articles of Incorporation of ALIC, as in effect on the Effective Date and attached hereto as Annex A, shall from and after the Effective Date be and continue to be the Articles of Incorporation of the Surviving Corporation until changed or amended as provided by law.

2.2 By-Laws. The By-Laws of ALIC, as in effect on the Effective Date and attached hereto as Annex B, shall from and after the Effective Date be and continue to be the By-Laws of the Surviving Corporation until altered, amended or repealed as therein provided.

2.3 Board of Directors. The Board of Directors of ALIC in office on the Effective Date shall continue in office and shall constitute the directors of the Surviving Corporation for the term elected, until their respective successors shall be duly elected or appointed and qualified in accordance with the Articles of Incorporation and By-Laws of the Surviving Corporation.

2.4 Officers. The officers of ALIC in office on the Effective Date shall continue in office and shall constitute the officers of the Surviving Corporation for the term elected, until their successors are duly elected or appointed and qualified in accordance with the By-Laws of the Surviving Corporation.

2.5 First Annual Meeting of Shareholders. The first Annual Meeting of Shareholders of the Surviving Corporation to be held after the Effective Date shall be the Annual Meeting of Shareholders provided for in the By-Laws.

### **ARTICLE III**

3.1 Shareholder and Insurance Regulatory Approvals. This Agreement shall be submitted to the shareholder of each Constituent Corporation for adoption and approval and to the Commissioner of Insurance of the State of Arizona and the Director of Insurance of the State of Illinois for approval.

3.2 Effective Date. The Merger shall become effective at 12:01 a.m. on January 1, 2005, provided that all required regulatory approvals have been received by that date. If all such approvals have not been received by that date, then the Merger shall occur on the date the last such regulatory approval is received but shall be effective as of 12:01 a.m. on January 1, 2005 (the "Effective Date").

### **ARTICLE IV**

4.1 Common Stock. All of the common stock of GLAC issued and outstanding immediately prior to the Effective Date shall be cancelled on the Effective Date and all of the common and preferred stock of ALIC issued and outstanding immediately prior to the Effective Date shall remain unchanged and shall be the common and preferred stock of the Surviving Corporation after the Effective Date.

### **ARTICLE V**

5.1 Rights and Privileges of the Surviving Corporation. After the Effective Date, the separate existence of GLAC shall cease and in accordance with the terms and conditions of this Agreement, the Surviving Corporation shall possess all rights, privileges, immunities, powers and franchises of a public as well as of a private nature, and shall be subject to all the restrictions, disabilities and duties of each Constituent Corporation; and all property, real, personal and mixed, including all patents, applications for patents, trademarks, trademark registrations and applications for registration of trademarks, together with the good-will of the business in connection with which said patents and marks are used, and all due on whatever account, including subscriptions to shares of capital stock, and all other choses in action and all and every other interest of or belonging to or due to each of the Constituent Corporations shall be deemed to be transferred to and vested in the Surviving Corporation without further act or deed, and the title to any real estate, or any interest therein, vested in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the merger.

5.2 Liabilities and Obligations of the Surviving Corporation. After the Effective Date, the separate existence of GLAC shall cease and in accordance with the terms and conditions of this Agreement, the Surviving Corporation shall be responsible and liable for all the liabilities and obligations of each of the Constituent Corporations; and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted to

judgment as if the Merger had not taken place, or the Surviving Corporation may be substituted in its place. Neither the rights of creditors nor any liens upon the property of either of the Constituent Corporations shall be impaired by the Merger, and all debts, liabilities and duties of each of said Constituent Corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it as if said debts, liabilities and duties had been incurred or contracted by it.

5.3 Execution and Delivery of Necessary Instruments. From time to time, as and when requested by the Surviving Corporation or by its successors or assigns, GLAC shall execute and deliver or cause to be delivered all such other instruments, and shall take or cause to be taken all such further or other actions, as the Surviving Corporation, or its successors or assigns, may deem necessary or desirable in order to vest and confirm to the Surviving Corporation and its successors and assigns, title to and possession of all the property, rights, privileges, powers and franchises referred to in this Article V and otherwise to carry out the intent and purpose of this Agreement. From time to time, as and when necessary, the Surviving Corporation shall execute and deliver or cause to be executed and delivered all such other instruments, and shall take or cause to be taken all such further or other actions, as are necessary or desirable in order to assume or otherwise comply with the outstanding debts, duties or other obligations of GLAC.

5.4 Assets, Liabilities and Reserves. The assets, liabilities and reserves of the Constituent Corporations, upon the Effective Date, shall be taken upon the books of the Surviving Corporation at the amounts at which they, respectively, shall then be carried on the books of the Constituent Corporations, subject to such adjustments or eliminations of intercompany items as may be appropriate in giving effect to the Merger.

5.5 Corporate Acts and Plans. All corporate acts, plans, policies, resolutions, approvals and authorizations of the shareholders, Board of Directors, committees elected or appointed by the Board of Directors, officers and agents of GLAC, which were valid and effective immediately prior to the Effective Date shall be taken for all purposes as the acts, plans, policies, resolutions, approvals, and authorizations of the Surviving Corporation and shall be effective and binding thereon as the same were with respect to GLAC.

## ARTICLE VI

6.1 Termination and Abandonment. At any time prior to the filing or recording of this Agreement or a certificate in lieu thereof with the appropriate officials of Arizona or Illinois, notwithstanding the approval hereof by the shareholders of the Constituent Corporations, the Boards of Directors of the Constituent Corporations may cause the Merger and all transactions contemplated by this Agreement to be abandoned or delayed if such Boards determine that such abandonment or delay would be in the best interests of the Constituent Corporations and their shareholders. In the event of termination or abandonment of this Agreement and the Merger pursuant to the foregoing provision of this Article VI, this Agreement shall become void and have no effect, without any liability on the part of either of the Constituent Corporations or its shareholders or directors and officers in respect thereof.

## ARTICLE VII

7.1 Execution in Counterparts. For the convenience of the parties hereto and to facilitate the filing and recording of this Agreement, this Agreement may be executed in one or more counterparts, each of which will be deemed to be an original instrument but all of which taken together shall constitute one and the same document.

7.2 Amendments, Supplements, etc. At any time before or after approval and adoption by the respective shareholders of the Constituent Corporations but prior to the Effective Date, this Agreement may be amended in matters of form or substance, or supplemented by additional agreements, articles, or certificates, to the extent permitted by the laws of the States of Arizona and Illinois, as may be determined in the judgment of the Boards of Directors of the Constituent Corporations to be necessary, desirable or expedient to clarify the intention of the parties hereto or effect or facilitate the filing, recording or official approval of this Agreement and the consummation hereof and the Merger provided for herein, in accordance with the purpose and intent of this Agreement.

IN WITNESS WHEREOF, this Agreement and Plan of Merger having been authorized, adopted and approved by resolutions duly adopted by the respective Boards of Directors of the Constituent Corporations at meetings duly called and held, and having been approved by the consent of the sole shareholder of each Constituent Corporation, each of the Constituent Corporations has caused this Agreement and Plan of Merger to be signed by its President and Secretary under the corporate seals of the respective Constituent Corporations.

(Corporate Seal) Glenbrook Life and Annuity Company  
(Merging Corporation)  
ATTEST:

By: \_\_\_\_\_  
Michael J. Velotta Casey J. Sylla  
Vice President, General Counsel President and Chief Executive Officer  
and Secretary

(Corporate Seal) Allstate Life Insurance Company  
(Surviving Corporation)  
ATTEST:

By: \_\_\_\_\_  
Michael J. Velotta Casey J. Sylla  
Senior Vice President, General Chairman of the Board and President  
Counsel and Secretary

## ARTICLES OF MERGER OF GLENBROOK LIFE AND ANNUITY COMPANY INTO ALLSTATE LIFE INSURANCE COMPANY

Pursuant to ss. 10-1105 of the Arizona general corporation laws, the undersigned affiliated corporations submit these Articles of Merger to effect the merger by and between Glenbrook Life and Annuity Company, an Arizona insurance company, and Allstate Life Insurance Company, an Illinois insurance company in accordance with the provisions of ss. 10-1103 and 10-1107 of the Arizona general corporation laws.

## ARTICLE I

The Articles of Incorporation of Allstate Life Insurance Company shall be the Articles of Incorporation of the surviving corporation without amendment thereto. Allstate Life Insurance Company shall be the surviving corporation. The offices of Allstate Life Insurance Company are located at:

**ARTICLE II**

The Agreement and Plan of Merger is attached hereto as Exhibit A. The Agreement and Plan of Merger has been approved by Allstate Life Insurance Company and Glenbrook Life and Annuity Company and was duly authorized by all action required by the laws under which they were incorporated and by their respective Articles of Incorporation and Bylaws.

**ARTICLE III**

The authorized capital stock of Glenbrook Life and Annuity Company consists of 10,000 shares of common stock, with 5,000 shares issued and outstanding at \$500 par value. All of the issued and outstanding capital stock of Glenbrook Life and Annuity Company is held by Allstate Life Insurance Company. The outstanding capital stock of Allstate Life Insurance Company consists of 23,800 shares of common stock, \$227 par value. All of the outstanding capital stock of Allstate Life Insurance Company is held by Allstate Insurance Company. All 5,000 shares of the common stock of Glenbrook Life and Annuity Company voted in favor, and no shares voted against, the Agreement and Plan of Merger. All 23,800 shares of the common stock of Allstate Life Insurance Company voted in favor, and no shares voted against, the Agreement and Plan of Merger.

**ARTICLE IV**

The Agreement and Plan of Merger was approved by the Board of Directors and the Shareholders of both Glenbrook Life and Annuity Company and Allstate Life Insurance Company as prescribed by Arizona's general corporation laws and the laws of the State of Illinois.

**ARTICLE V**

The name and address of the statutory agent for Allstate Life Insurance Company, the surviving corporation is:

Arizona Department of Insurance 2910 N. 44th Street, Suite 210 Phoenix, Arizona 85018

**ARTICLE VI**

The effective date of the merger is January 1, 2005.

IN WITNESS WHEREOF, Glenbrook Life and Annuity Company and Allstate Life Insurance Company have executed these Articles of Merger as of 9th day of August, 2004.

GLENBROOK LIFE AND ANNUITY ALLSTATE LIFE INSURANCE  
COMPANY COMPANY

By: \_\_\_\_\_ By: \_\_\_\_\_

Its: \_\_\_\_\_ Its: \_\_\_\_\_

**Exhibit 99(b)****EXPERTS**

The financial statements, and the related financial statement schedules of Allstate Life Insurance Company, incorporated in this Prospectus by reference from the Allstate Life Insurance Company's Annual Report on Form 10-K have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report which is incorporated herein by reference. Such financial statements and financial statement schedules have been so incorporated in reliance upon the report of such firm given upon their authority as experts in accounting and auditing.

With respect to the unaudited interim financial information for the periods ended March 31, 2017 and 2016, June 30, 2017 and 2016 and September 30, 2017 and 2016 which is incorporated herein by reference, Deloitte & Touche LLP, an independent registered public accounting firm, have applied limited procedures in accordance with the standards of the Public Company Accounting Oversight Board (United States) for a review of such information. However, as stated in their reports included in Allstate Life Insurance Company's Quarterly Reports on Form 10-Q for the quarters ended March 31, 2017, June 30, 2017 and September 30, 2017 and incorporated by reference herein, they did not audit and they do not express an opinion on that interim financial information. Accordingly, the degree of reliance on their reports on such information should be restricted in light of the limited nature of the review procedures applied. Deloitte & Touche LLP are not subject to the liability provisions of Section 11 of the Securities Act of 1933 for their reports on the unaudited interim financial information because those reports are not "reports" or a "part" of the Registration Statement prepared or certified by an accountant within the meaning of Sections 7 and 11 of the Act.