

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**FORM 8-K**

**CURRENT REPORT PURSUANT TO  
SECTION 13 OR 15(d) OF THE  
SECURITIES EXCHANGE ACT OF 1934**

**Date of report (Date of earliest event reported): February 1, 2012**

**ALLSTATE LIFE INSURANCE COMPANY  
(Exact Name of Registrant as Specified in Its Charter)**

**Illinois**  
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**(State or Other Jurisdiction of Incorporation)**

**0-31248**  
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**(Commission File Number)**

**36-2554642**  
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**(IRS Employer Identification No.)**

**3100 Sanders Road, Northbrook, Illinois**

**60062**  
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**(Address of Principal Executive Offices)**

**(Zip Code)**

**Registrant's telephone number, including area code: (847) 402-5000**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Section 1 – Registrant's Business and Operations**

**Item 1.01. Entry into a Material Definitive Agreement.**

On February 1, 2012, Allstate Assignment Company, Allstate Finance Company, LLC, Allstate Financial Advisors, LLC, Allstate Settlement Corporation, and Road Bay Investments, LLC, (collectively, "the Parties") entered into an Investment Management Agreement among Allstate Investment Management Company ("AIMCO"), The Allstate Corporation and Certain Affiliates (the "Agreement"). The Parties entered into the Agreement to engage AIMCO to provide investment management services subject to the terms and conditions set forth in the Agreement.

The foregoing description of the Agreement is qualified in its entirety by reference to the full text of the Agreement attached as Exhibit 10.1, which is incorporated herein by reference.

The Parties are wholly-owned subsidiaries of the Registrant. The Registrant and AIMCO are indirect, wholly owned subsidiaries of The Allstate Corporation.

**Item 1.02. Termination of a Material Definitive Agreement.**

On February 1, 2012, the Parties entered into a Termination of Investment Management Agreement (the "Termination Agreement") among Allstate Investments, LLC ("AILLC"), Allstate Insurance Company, The Allstate Corporation, and certain subsidiaries.

Because the Parties have entered into the Agreement with AIMCO referred to in Item 1.01, effective February 1, 2012, the Parties have mutually agreed to the termination.

The foregoing description of the Termination Agreement is qualified in its entirety by reference to the full text of the Termination Agreement attached as Exhibit 10.2, which is incorporated herein by reference.

The Parties are wholly-owned subsidiaries of the Registrant. The Registrant, AILLC, Allstate Insurance Company, and AIMCO are indirect, wholly owned subsidiaries of The Allstate Corporation.

## Section 9 – Financial Statements and Exhibits

### Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Form of Investment Management Agreement Among Allstate Investment Management Company

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10.2	And The Allstate Corporation And Certain Affiliates Termination of Investment Management Agreement among Allstate Investments, LLC (“AILLC”), Allstate Insurance Company, The Allstate Corporation, and certain subsidiaries
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### SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

#### ALLSTATE LIFE INSURANCE COMPANY

By: /s/ Jennifer M. Hager

Name: Jennifer M. Hager

Title: Assistant Secretary

Date: February 7, 2012

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**Form of**  
**Investment Management Agreement**  
**Among**  
**ALLSTATE INVESTMENT MANAGEMENT COMPANY**  
**And**  
**THE ALLSTATE CORPORATION**  
**And**  
**Certain Affiliates**

This Agreement made and effective as of February 1, 2012, among ALLSTATE INVESTMENT MANAGEMENT COMPANY, a Delaware corporation (“AIMCO”), THE ALLSTATE CORPORATION, a Delaware corporation and parent of AIMCO (“Allcorp”), and those additional subsidiaries of Allcorp whose signatures appear below (individually an “Affiliate” and collectively with Allcorp, the “Allstate Affiliates”).

W I T N E S S E T H:

WHEREAS, Allcorp and the Affiliates desire to engage AIMCO to provide investment management services to the Allstate Affiliates pursuant to this Investment Management Agreement (“Agreement”), effective as of the date hereof, subject to the terms and conditions set forth herein, and AIMCO desires to accept such appointment.

NOW, THEREFORE, it is agreed as follows:

**ARTICLE 1**  
**INVESTMENT MANAGEMENT SERVICES**

1.1 **Appointment.** Each Allstate Affiliate hereby appoints AIMCO as the investment manager of its investment assets and grants AIMCO the power and authority to advise, manage, and direct the investment and reinvestment of such assets for the period and on the terms and conditions set forth herein. Such activities shall be conducted subject to and in accordance with the investment objectives, restrictions, and strategies set forth in the Investment Policy and Investment Plan (the “Policy”) adopted by the Board of Directors, or a committee thereof, of each such Allstate Affiliate with respect to its respective investment portfolios, and in accordance with such other limitations and guidelines as may be established from time to time for such portfolios by such Boards or Committees (such investment objectives, restrictions, strategies, limitations, and guidelines herein referred to collectively as the “Investment Guidelines”). AIMCO hereby accepts such appointment and responsibility, and agrees during such period to render the services and to assume the obligations herein set forth; all as more fully described in Exhibit A, attached hereto (the “Services”). Each of the Allstate Affiliates may from time

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to time reach agreement with AIMCO that only certain of the listed Services will be provided. Furthermore, each of the Allstate Affiliates may from time to time engage a third party external manager to manage the assets or provide services for one or more of its portfolios instead of AIMCO, provided that it will notify AIMCO in advance of each such engagement.

1.2 **Charges and Expenses.** Each Allstate Affiliate agrees to pay AIMCO a fee for the Services equal to AIMCO’s fully burdened basis point charge for the management of such Allstate Affiliate’s portfolio. The fully burdened basis point charge is AIMCO’s actual cost of managing the portfolios in which such Allstate Affiliate invests, including the provision of all administrative, reporting or other services required to manage the portfolios and provide the Services. To the extent any of AIMCO’s costs are determined by allocations from any Allstate Affiliate, the allocation shall be made in accordance with the general provisions of the NAIC expense classification and allocation guidelines applicable to all inter-company allocations between Allstate and its insurance affiliates. AIMCO shall maintain and make available for review by any Allstate Affiliate, or any regulator having jurisdiction over such Allstate Affiliate, documentation showing the calculation of all such charges. Any Allstate Affiliate may request a review of such charges for the Services and such review will occur promptly thereafter. All brokerage commissions and other direct transaction charges payable to third parties shall be in addition to any fees payable to AIMCO for Services and may be paid on each Allstate Affiliate’s behalf from the assets in such entities portfolio or may be paid by AIMCO and reimbursed by such Allstate Affiliate.

1.3 **Payment.** AIMCO will charge each Allstate Affiliate for the Services via the monthly expense allocation process, and payments will be through the monthly intercompany settlement process. The process will be completed by personnel of AIMCO and each of the Allstate Affiliates in the most timely and effective method available.

1.4 **Electronic Delivery.** Each Allstate Affiliate consents to AIMCO’s use of electronic delivery methods, provided, however, that (a) AIMCO agrees to provide all electronically delivered information through AIMCO’s email system and to the email address provided by the Allstate Affiliate; (b) AIMCO agrees to provide a paper copy of any information electronically delivered pursuant

to this section upon the Allstate Affiliate's written request and provided that the information is still required to be maintained per Exhibit A, Section J; all written requests for paper copies of electronically delivered information is to be sent to the Investment Law Department; (c) each Allstate Affiliate agrees to electronically receive all disclosure documents that AIMCO is required to send to its clients, including AIMCO's Form ADV Part 2A Brochure and Brochure Supplement, plus any non-required information AIMCO deems appropriate; (d) each Allstate Affiliate agrees to review and maintain the email address provided to AIMCO for the purpose of electronic delivery and to reasonably notify AIMCO as to any issues or changes with this address; (e) each Allstate Affiliate acknowledges that the receipt of electronically delivered information may result in it incurring additional costs related to email or other technological resources than they may not have incurred had they only received a paper copy; and (f) the informed consent pursuant to this section will be effective on the date of

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the Agreement and shall automatically renew for subsequent one-year terms unless sooner terminated by either party pursuant to Article,1 Section 2.8 of this Agreement.

## **ARTICLE 2 MISCELLANEOUS PROVISIONS**

2.1 **Previous Agreements.** Nothing in this Agreement shall be deemed to amend any previously executed agreement between the parties.

2.2 **Scope of Services.** The scope of, and the manner in which, AIMCO provides the Services to the Allstate Affiliates shall be reviewed periodically by AIMCO and the Allstate Affiliates.

2.3 **Standard of Performance.** AIMCO shall discharge its duties hereunder at all times in good faith and with that degree of prudence, diligence, care and skill which a prudent person rendering services as an institutional investment manager would exercise under similar circumstances. The provisions of this Agreement shall not be interpreted to imply any obligation on the part of AIMCO to observe any standard of care other than as set forth in this Section 2.3.

2.4 **Books and Records.** Upon reasonable notice, and during normal business hours, each Allstate Affiliate shall be entitled to, at its own expense, inspect records that pertain to the computation of charges for the Services. AIMCO shall at all times maintain correct and complete books, records and accounts of all Services. Each Allstate Affiliate shall have unconditional right of ownership of any records prepared on its behalf under this Agreement.

2.5 **Liability of AIMCO.** In the absence of AIMCO' willful or negligent misconduct (or the willful or negligent misconduct of its officers, directors, agents, employees, controlling persons, shareholders, and any other person or entity affiliated with AIMCO or retained by it to perform or assist in the performance of its obligations under this Agreement), neither AIMCO nor any of its officers, directors, employees or agents shall be subject to liability to any Allstate Affiliate for any act or omission in the course of, or connected with, rendering services hereunder.

2.6 **Independent Contractor.** AIMCO shall for all purposes be deemed to be an independent contractor. All persons performing duties hereunder at all times during the term of this agreement shall be under the supervision and control of AIMCO, and shall not be deemed employees of any Allstate Affiliate as a result of this Agreement and the Services provided hereunder. AIMCO shall have no power or authority to bind any Allstate Affiliate or to assume or create an obligation or responsibility, express or implied, on behalf of any Allstate Affiliate, nor shall it represent to anyone that it has such power or authority, except as expressly provided in this Agreement. Nothing in this Agreement shall be deemed to create a partnership between or among the parties, whether for purposes of taxation or otherwise.

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2.7 **Assignment.** AIMCO shall not assign its obligations or rights under this Agreement without the written consent of each Allstate Affiliate.

2.8 **Term, Termination.** This Agreement shall remain in effect for one year and shall be automatically renewed for subsequent one-year terms unless sooner terminated by either party pursuant to this Section 2.8. AIMCO may terminate this Agreement in its entirety, or it may terminate an Allstate Affiliate, by giving six months written notice to such affected parties. Each Allstate Affiliate may terminate its participation in this Agreement, each by giving six months written notice to AIMCO; provided, however, that in the event that the affiliate relationship ceases to exist with respect to any Affiliate, this Agreement shall terminate immediately with respect to such Allstate Affiliate.

2.9 **Notices.** All communications provided for hereunder shall be in writing, and if to an Allstate Affiliate, mailed or delivered to such Allstate Affiliate at its office at the address listed in such Affiliate's Statutory Annual Statement Blank, Attention: Secretary, or if to an entity not filing a statutory Annual Statement Blank, mailed or delivered to its office at 3075 Sanders Road, Northbrook, Illinois 60062, Attention: Controller, or addressed to any party at the address such party may hereafter designate by written notice to the other parties.

**The Allstate Corporation**

By: /s/ Mario Rizzo  
Mario Rizzo  
Senior Vice President and Treasurer

**Allstate Investment Management Company**

By: /s/ Judith P. Greffin  
Judith P. Greffin  
Chairman of the Board, President and  
Chief Investment Officer

**[Various Allstate Affiliates]**

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

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Exhibit A  
**INVESTMENT SERVICES**

A. Appointment. This Exhibit A details the Services to be provided by AIMCO pursuant to the Investment Management Agreement among AIMCO and certain Allstate Affiliates to which this Exhibit A is attached. For purposes of this Exhibit A, the investment portfolio of each Allstate Affiliate will be referred to as an Account

B. AIMCO as Agent. AIMCO shall be granted and exercise full investment discretion and authority in buying, selling or otherwise disposing of or managing the investment of the assets held in each Account and in the performance of the services rendered hereunder, and shall do so as each Allstate Affiliate's agent only, subject to AIMCO's adherence to the Policies and Investment Guidelines. Each Allstate Affiliate hereby authorizes AIMCO to exercise all such powers with respect to the assets of its respective Account as may be necessary or appropriate for the performance by AIMCO of its obligations under the Agreement, subject to the supervision of the Board of Directors of such Allstate affiliate, or a committee thereof (the "Board"), and any limitations contained herein.

C. Investment Advisory Services. In furtherance of the foregoing, and in carrying out its obligations to manage the investment and reinvestment of the assets in each Account, AIMCO shall, as appropriate and consistent with the Investment Guidelines:

(i) perform research and obtain and evaluate such information relating to the economics, industries, businesses, markets and new investment structures, techniques, practices, and financial data as AIMCO deems appropriate in the discharge of its duties under this Agreement;

(ii) consult with and furnish to each Board recommendations with respect to overall investment strategies for each respective Account;

(iii) seek out and implement specific investment opportunities, consistent with such overall investment strategies approved by each Board, including making and carrying out day-to-day decisions to acquire or dispose of permissible investments, managing the investment of the assets of each Account, and providing or obtaining such services as may be necessary in managing, acquiring or disposing of investments;

(iv) regularly report to the Boards with respect to the implementation of investment strategies and any other activities in connection with management of each Account's assets, including furnishing to each Board, within 45 days after the end of each quarter, a report concerning investment activity during the quarter;

(v) establish and maintain all required accounts (including trading accounts), records, memoranda, instructions or authorizations relating to the acquisition or disposition of investments for each Account;

(vi) determine the securities to be purchased or sold by each Account and place orders either directly with the issuer, with any broker-dealer or underwriter that specializes in the securities for which the order is made, or with any other broker or dealer that AIMCO selects; and

(vii) perform the services hereunder in a manner consistent with investment

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objectives and policies of each Allstate Affiliate as detailed in the respective Investment Guidelines, as amended from time to time, and in compliance, as appropriate, with the applicable provisions of the insurance laws and regulations of each Allstate Affiliate's domicile, as amended, and any other applicable laws and regulations.

D. Allocation of Brokerage. AIMCO is authorized in its sole discretion to select the brokers or dealers that will execute the purchases and sales of securities for each Account. In making such selection, AIMCO shall use its best efforts to obtain for each Account the most favorable net price and execution available taking into account all appropriate factors, including price,

dealer spread or commission, if any, and size and difficulty of the transaction. If, in the judgment of AIMCO, an Allstate Affiliate would be benefited by supplemental investment research, AIMCO is authorized, but not obligated, to select brokers or dealers on the basis of research information, materials, or services they could furnish to AIMCO for potential use in supplementing AIMCO's own information and in making investment decisions for each Account. The expenses of AIMCO and the charges to an Allstate Affiliate may not necessarily be reduced as a result of receipt of such supplemental information. Subject to the above requirements, nothing shall prohibit AIMCO from selecting brokers or dealers with which it or any Allstate Affiliate is affiliated.

E. Service to Other Clients. Each Allstate Affiliate acknowledges that AIMCO may perform services for clients other than the Allstate Affiliates that are similar to the services to be performed pursuant to this Agreement, and that AIMCO is free to do so provided that its services pursuant to this Agreement are not in any way impaired. Each Allstate Affiliate agrees that AIMCO may provide investment advice to any of its other clients that may differ from advice given to such Allstate Affiliate, or take action with respect to assets owned by it or its other clients that may differ from the action taken with respect to any Account and/or assets held therein, so long as AIMCO, to the extent reasonable and practicable, allocates investment opportunities to each Account on a fair and equitable basis relative to AIMCO's other clients. It is understood that AIMCO shall have no obligation to purchase or sell, or to recommend for purchase or sale for any Account, any security that AIMCO, its affiliates, employees or agents may purchase or sell for its or their own accounts or for the account of any other client, if, in the opinion of AIMCO, such transaction or investment appears unsuitable, impractical or undesirable for such Account. It is agreed that AIMCO may use any supplemental investment research obtained for the benefit of an Allstate Affiliate in providing investment advice to its other clients or its own accounts. Conversely, such supplemental information obtained by the placement of business for AIMCO or other entities advised by AIMCO will be considered by and may be useful to AIMCO in carrying out its obligations to each Allstate Affiliate.

F. Allocation of Trades. It is acknowledged that securities held by an Allstate Affiliate may also be held by separate investment accounts or other funds for which AIMCO may act as a manager. If purchases or sales of securities for an Allstate Affiliate or other entities for which AIMCO acts as investment manager arise for consideration at or about the same time, each such Allstate Affiliate agrees that AIMCO may make transactions in such securities, insofar as feasible, for the respective entities in

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a manner deemed equitable to all. To the extent that transactions on behalf of more than one client of AIMCO during the same period may increase the demand for securities being purchased or the supply of securities being sold, each Allstate Affiliate recognizes that there may be an adverse effect on price.

It is agreed that, on occasions when AIMCO deems the purchase or sale of a security to be in the best interests of an Allstate Affiliate as well as other accounts or companies, it may, to the extent permitted by applicable laws and regulations, but will not be obligated to, aggregate the securities to be so sold or purchased for such Allstate Affiliate with those to be sold or purchased for other accounts or companies in order to obtain favorable execution and lower brokerage commissions. In that event, allocation of the securities purchased or sold, as well as the expenses incurred in the transaction, will be made by AIMCO in the manner it considers to be most equitable and consistent with its obligations to such Allstate Affiliate and to such other accounts or companies. Each Allstate Affiliate recognizes that in some cases this procedure may adversely affect the size of the position obtainable for such Allstate Affiliate.

G. Contracts; Authorized Signatories. AIMCO shall have the full power, right and authority, as each Allstate Affiliate's agent, in accordance with this Agreement and the Investment Guidelines, to negotiate, apply for, enter into, execute, deliver, amend, modify and/or terminate legal documents of every kind and nature relating to or required by the investment of the assets of each Account. All such documents may be entered into in an Allstate Affiliate's name or in AIMCO's name (as agent for such Allstate Affiliate), as AIMCO shall determine, and all such documents shall be legally binding on such Allstate Affiliate. Those certain employees and officers of AIMCO who are authorized to execute transactions and sign documentation pursuant to the Policies and Procedures adopted pursuant to authorization of the AIMCO's Board of Directors, as they may be amended from time to time, shall also be authorized to the same extent to execute transactions and sign documentation on behalf of any Allstate Affiliate and/or AIMCO in connection with transactions entered into on behalf of the assets of any Account pursuant to this Agreement.

H. Compliance with Legal Requirements. AIMCO shall make all reasonable efforts to comply with and cause to be complied with all applicable laws, rules, and regulations of each Allstate Affiliate's domicile, and any federal, state or municipal authority governing this Agreement, the services rendered hereunder, each Account and the assets held therein. Without limiting the foregoing, AIMCO shall comply with all securities laws and other laws applicable to the services provided under this Agreement.

I. Transaction Procedures. The assets of each Account are or will be held in custody by the bank custodian(s) appointed by each Allstate Affiliate from time to time. AIMCO shall not act as custodian for the assets of any Account and shall not, under any circumstances, have or be deemed to have ownership, custody or physical control of any of the assets of any Account. AIMCO may, however, issue instructions to, and communicate with, the bank custodian for each Account as may be necessary and appropriate in connection with provision of its services pursuant to this Agreement. At

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the option of AIMCO, instructions by AIMCO to the bank custodian may be made orally or by computer, electronic instruction systems or telecommunications terminals. AIMCO will confirm that the bank custodian has effected such instructions either by access to the bank's computerized identification system or by telephonic confirmation. The bank custodian will confirm with AIMCO receipt of trade instructions orally or by computer for the Account. AIMCO will instruct all brokers, dealers and counterparties executing orders on behalf of the assets of an Account to forward to AIMCO copies of all confirmations.

J. Recordkeeping. AIMCO shall keep and maintain an accurate and detailed accounting of each transaction concerning the assets of each Account and of all receipts, disbursements, and other transactions relating to the purchase and sale transactions arising hereunder. AIMCO agrees to preserve such records for the greater of (i) six years; (ii) the required period pursuant to the insurance laws of an Allstate Affiliate's domicile and related regulations; or (iii) such other time period that an Allstate Affiliate may from time to time request. AIMCO acknowledges that all such records shall be the property of each Allstate Affiliate and shall be made available, within five (5) business days of receipt of a written request, to an Allstate Affiliate, its accountants, auditors or other representatives of the Allstate Affiliate for inspection and/or copying (at such Allstate Affiliate's expense) during regular business hours. In addition, AIMCO shall provide any materials, reasonably related to the investment advisory services provided hereunder, as may be reasonably requested in writing by the directors or officers of an Allstate Affiliate, or as may be required by any governmental agency with jurisdiction hereunder.

AIMCO further agrees to prepare and furnish to each Allstate Affiliate and to other persons designated by such Allstate Affiliate, at such regular intervals and other times as may be specified by such Allstate Affiliate from time to time (i) such balance sheets, income and expense statements and other financial statements and reports, and (ii) such other statements, reports and information, in each case regarding the assets of its Account as such Allstate Affiliate shall from time to time reasonably require.

In the event of termination of this Agreement for any reason, all such records or copies thereof shall be returned promptly to the respective Allstate Affiliate, free from any claim or retention of rights by AIMCO.

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### Termination of Investment Management Agreement

This Termination of Investment Management Agreement (the "Termination Agreement") is made as of February 1, 2012, among Allstate Investments, LLC ("AILLC"), Allstate Insurance Company, The Allstate Corporation, and each of the following companies (an "Affiliate") (collectively the "Parties"):

Allstate Assignment Company  
 Allstate Distributors, L.L.C.  
 Allstate Enterprises, LLC  
 Allstate Equity Management, LLC  
 Allstate Finance Company, LLC  
 Allstate Financial Corporation  
 Allstate Financial Services, LLC  
 Allstate Financial, LLC  
 Allstate Insurance Holdings, LLC  
 Allstate International Insurance Holdings, Inc.  
 Allstate Motor Club, Inc.  
 Allstate Non-Insurance Holdings, Inc.  
 Allstate Settlement Corporation  
 American Heritage Life Investment Corporation  
 Answer Financial Inc.  
 Avanzata Insurance Agency, LLC  
 Credit Card Sentinel, Inc.  
 Current Creek Investments, LLC  
 Esurance Holdings, Inc.  
 Esurance Insurance Services, Inc.  
 Insurance Answer Center, LLC  
 Ivantage Select Agency, Inc.  
 Kennett Capital, Inc.  
 Ocoma Industries, Inc  
 Pablo Creek Services, Inc.  
 Road Bay Investments, LLC  
 Signature Agency, Inc.  
 Signature Motor Club of California, Inc.  
 Signature Motor Club, Inc.  
 Signature Nationwide Auto Club of California, Inc.  
 Signature's Nationwide Auto Club, Inc.  
 Sterling Collision Centers, Inc.  
 Tech-Cor, LLC  
 The Allstate Corporation

WHEREAS, each Affiliate desires to terminate its participation in the arrangements under the Agreement.

NOW, THEREFORE, for good and valuable consideration, it is agreed as follows:

1. Each Affiliate hereby terminates its participation in the arrangements under the Agreement, such termination to be effective on the date written above.

2. AILLC and each Affiliate agree to waive the six-month notice to terminate the Agreement.

3. Each Affiliate is released and discharged from any and all further obligations in connection with such Agreement effective on the date written above.

IN WITNESS WHEREOF, the Parties hereto have caused this Termination Agreement to be signed as of the day and year written above.

#### **Allstate Investments, LLC**

By:  /s/ Judith P. Greffin

Judith P. Greffin

Chairman of the Board, President and  
 Chief Investment Officer

**Allstate Assignment Company**  
**Allstate Enterprises, LLC**  
**Allstate Finance Company, LLC**  
**Allstate Financial Corporation**  
**Allstate Insurance Holdings, LLC**  
**Allstate International Insurance Holdings, Inc.**  
**Allstate Motor Club, Inc.**  
**Allstate Non-Insurance Holdings, Inc.**

**Allstate Settlement Corporation  
Credit Card Sentinel, Inc.  
Current Creek Investments, LLC  
Ivantage Select Agency, Inc.  
Kennett Capital, Inc.  
Ocoma Industries, Inc  
Pablo Creek Services, Inc.  
Road Bay Investments, LLC  
Signature Agency, Inc.  
Signature Motor Club of California, Inc.  
Signature Motor Club, Inc.  
Signature Nationwide Auto Club of California, Inc.  
Signature's Nationwide Auto Club, Inc.  
Sterling Collision Centers, Inc.  
The Allstate Corporation**

By:  /s/ Mario Rizzo  
Mario Rizzo  
Senior Vice President and Treasurer

**Allstate Distributors, L.L.C.  
Allstate Financial Services, LLC**

By:  /s/ Mario Rizzo  
Mario Rizzo  
Senior Vice President and Assistant Treasurer

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**Allstate Financial, LLC  
American Heritage Life Investment Corporation  
Tech-Cor, LLC**

By:  /s/ Mario Rizzo  
Mario Rizzo  
Vice President and Treasurer

**Allstate Equity Management, LLC  
Answer Financial Inc.  
Avanzata Insurance Agency, LLC  
Esurance Holdings, Inc.  
Esurance Insurance Services, Inc.  
Insurance Answer Center, LLC**

By:  /s/ Mario Rizzo  
Mario Rizzo  
Assistant Treasurer

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