

United States Securities and Exchange Commission
Washington, DC 20549

FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

THE ALLSTATE CORPORATION

(Exact Name of Registrant as Specified in its Charter)

DELAWARE
(State of Incorporation)

36-3871531
(I.R.S. Employer Identification
No.)

2775 Sanders Road, Northbrook, Illinois 60062-6127
(Address and Zip Code of Principal Executive Office)

**THE ALLSTATE CORPORATION DEFERRED COMPENSATION PLAN FOR
INDEPENDENT CONTRACTOR EXCLUSIVE AGENTS**

(Full title of the Plan)

Daniel G. Gordon, Vice President, Assistant General Counsel, and Assistant Secretary
The Allstate Corporation

2775 Sanders Road, Suite A2W, Northbrook, Illinois 60062-6127
(847) 402-5000

(Name, address, and telephone number of agent for service)

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered(1)	Proposed Maximum Offering Price Per Share	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Deferred Compensation Obligations (1)	\$40,000,000.00	100%	\$40,000,000.00	\$4,648.00(2)
(1)	The Obligations are unsecured obligations of the Registrant to pay deferred compensation in the future in accordance with the terms of The Allstate Corporation Deferred Compensation Plan for Independent Contractor Exclusive Agents. The Registrant may issue an indeterminate number of Obligations under the Plan from time to time, based upon the level of agent participation.			
(2)	Calculated pursuant to Rule 457(h).			

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3: Incorporation of Documents by Reference

The following documents filed by The Allstate Corporation ("Allstate") with the Securities and Exchange Commission (the "Commission") are incorporated in and made a part of this Registration Statement by reference, as of their respective dates:

- Allstate's Annual Report on Form 10-K for the fiscal year ended December 31, 2013, filed February 20, 2014, and the portions of our Proxy Statement, filed April 7, 2014, for our 2014 Annual Meeting of Stockholders incorporated by reference into our Annual Report. (File No. 1-11840)
- Allstate's Quarterly Reports on Form 10-Q for the quarter ended March 31, 2014 filed on May 6, 2014, for the quarter ended June 30, 2014 filed on July 30, 2014, and for the quarter ended September 30, 2014 filed on October 29, 2014. (File No. 1-11840)

3. Allstate's Current Reports on Form 8-K filed February 20 (only with respect to the Item 5.02 information), February 25, March 3, March 11, March 24, April 7, April 29, May 20, June 12, July 23, and August 4, 2014. (File No. 1-11840)

All documents that Allstate subsequently files pursuant to Section 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), other than any information Allstate furnishes, rather than files, with the Commission pursuant to certain items of Form 8-K, prior to the filing of a post-effective amendment which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in the Registration Statement and to be part hereof from the date of filing of such documents. Any statement contained in a document incorporated or deemed to be incorporated by reference or deemed to be part of the Registration Statement shall be deemed to be modified or superseded for purposes of the Registration Statement to the extent that a statement contained in any other subsequently filed document which also is or is deemed to be incorporated by reference or deemed to be part of the Registration Statement modifies or replaces such statement. Any statement contained in a document that is deemed to be incorporated by reference or deemed to be part of the Registration Statement after the most recent effective date may modify or replace existing statements contained in the Registration Statement. Any such statement so modified shall not be deemed in its unmodified form to constitute a part of the Registration Statement for purposes of the Securities Act of 1933. Any statement so superseded shall not be deemed to constitute a part of the Registration Statement for purposes of the Securities Act of 1933.

Item 4: Description of Securities

The following description of the Deferred Compensation Obligations (the "Obligations") is qualified by reference to the text of The Allstate Corporation Deferred Compensation Plan for Independent Contractor Exclusive Agents (the "Plan").

Under the Plan, Allstate provides eligible persons the opportunity to defer a specified percentage of their monthly compensation paid by Allstate. Eligibility is limited to exclusive insurance agents or exclusive financial specialists deriving compensation from Allstate's wholly-owned subsidiaries on an independent contractor basis. Amounts deferred pursuant to the Plan will be unsecured general obligations of Allstate to pay the deferred compensation in the future in accordance with the terms of the Plan, and will rank equally with Allstate's other unsecured and unsubordinated indebtedness from time to time outstanding. Allstate's principal sources of funds to pay its obligations are dividends from its subsidiary Allstate Insurance Company, intercompany borrowings, funds from the settlement of its benefit plans, and funds that periodically may be

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raised from the issuance of additional debt or stock. Dividend payments from Allstate Insurance Company are restricted by Illinois insurance laws and regulations. Because Allstate is a holding company, its right, and hence the right of its creditors (including participants in the Plan), to participate in any distribution of the assets of any subsidiary upon its liquidation or reorganization or otherwise is necessarily subject to the prior claims of creditors of the subsidiary, except to the extent that claims of Allstate itself as a creditor of the subsidiary may be recognized.

The Plan is unfunded. Consequently, any amounts credited for deferred compensation are part of Allstate's general funds, subject to all of the risks of Allstate's business, and may be deposited, invested or expended in any manner whatsoever by Allstate.

The amount of compensation to be deferred by each participant will be determined in accordance with the Plan based on election by the participant. Compensation deferred pursuant to the Plan is credited by book entry to the participant's account. Each participant's deferred compensation will be allocated to one or more investment options chosen by each participant as provided in the Plan for purposes of accounting, as if the deferred compensation had been so invested, and not for actual investment. The account will be adjusted to reflect the investment experience of the selected investment options during the deferral period. The Obligations will be denominated and payable in United States dollars.

The Plan is administered by a committee appointed by the board of directors of Allstate, and the committee has delegated administration duties to a plan administrator. The committee has the authority to determine the investment options available for selection by participants. Currently, the investment options mirror certain investment options available under the Allstate 401(k) Savings Plan. Subject to certain limitations, participants may reallocate existing account balances among the investment options available under the Plan on a daily basis.

Benefits under the Plan are not subject to assignment, transfer, pledge or other encumbrance. A participant may designate persons or entities to receive any amounts payable under the Plan in the event of the death of the participant.

The Obligations owed to any participant are not subject to distribution, in whole or in part, prior to the participant's separation from service or the subsequent individual payment dates specified by the participant in accordance with terms of the Plan, except (1) for demonstrated hardship in the case of accounts not subject to Section 409A of the Internal Revenue Code ("409A"), (2) in connection with an in-service withdrawal with the imposition of substantial penalties in the case of accounts not subject to 409A, (3) for an unforeseeable financial emergency in the case of accounts subject to 409A, or (4) in connection with the termination of the Plan. Allstate reserves the right to amend or terminate the Plan at any time, except that no such amendment or termination shall reduce the amount of compensation deferred or any accruals thereon up to and including the end of the month in which such action is taken.

The Obligations are not convertible into another security of Allstate. The Obligations will not have the benefit of a negative pledge or any other affirmative or negative covenant on Allstate's part. No trustee has been appointed having the authority to take action with respect to the Obligations and each participant will be responsible for acting independently with respect to, among other things, the giving of notices, responding to any requests for consents, waivers or amendments pertaining to the Obligations, enforcing covenants and taking action upon a default.

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Item 5: Interests of Named Experts and Counsel

Daniel G. Gordon, Allstate's Vice President, Assistant General Counsel, and Assistant Secretary has passed upon the validity of the Obligations being registered. Mr. Gordon is not eligible to participate in the Plan. Mr. Gordon beneficially owns or has options to acquire an aggregate of less than one

percent of Allstate's outstanding common shares. These shares and options include awards under Allstate's employee benefit plans, subject to forfeiture under certain circumstances.

Item 6: Indemnification of Directors and Officers

Article IV of the bylaws of Allstate provides that Allstate 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 Allstate, against liabilities, expenses, judgments, fines, excise taxes or penalties assessed with respect to an employee benefit plan or trust, 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, by-law, 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 effective date of such Article IV; provided that payment of such claims had not been agreed to or denied by Allstate before such date.

Article Eighth of Allstate's Amended and Restated Certificate of Incorporation provides that a director of Allstate shall not be personally liable to the corporation or its stockholders for monetary damages for a breach of fiduciary duty as a director, to the fullest extent permitted by the Delaware General Corporation Law.

Under Section 145 of the Delaware General Corporation Law, a corporation may indemnify a person who was made a party to a proceeding or threatened to be made a party to a proceeding by reason of the fact that the person is or was a director or officer of the corporation against liability actually and reasonably incurred in connection with such proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal proceeding, had no reasonable cause to believe the person's conduct was unlawful. A corporation may not indemnify a director or officer in connection with a proceeding where he is adjudged liable to the corporation, unless the court in which the proceeding is brought determines that such director or officer is fairly and reasonably entitled to indemnity.

Allstate has provided liability insurance for each director and officer for certain losses arising from claims or charges made against them while acting in their capacities as directors or officers of Allstate.

Allstate has entered into an indemnification agreement with each director, providing that Allstate will indemnify such director (and such director's spouse), to the fullest extent permitted under Delaware law, if he or she is or was made a party, witness, or other participant in or is or was threatened to be made a party, witness, or other participant in any proceeding by reason of the fact that such person was or may be deemed a director of Allstate or was or may be deemed serving at the request of Allstate as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against liabilities, expenses (including those expenses incurred in relation to a successful defense of claims), judgments, fines, excise taxes or penalties assessed with respect to an employee benefit plan or trust, and amounts paid in settlement actually and reasonably incurred by them, provided that such director acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of Allstate. The indemnity shall not be deemed exclusive of any other rights to which such director may be entitled by law or under any articles of incorporation or by-law. The agreement requires Allstate to obtain and maintain an insurance policy or policies providing general director liability insurance.

Item 8: Exhibits

The Exhibits to this Registration Statement are listed in the Exhibit Index of this Registration Statement, which index is incorporated herein by reference.

Item 9: Undertakings

Allstate hereby undertakes:

- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:
 - (i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933 (the "Securities Act");
 - (ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in the volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;
 - (iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

Provided, however, that paragraphs (1)(i) and (1)(ii) do not apply if the Registration Statement is on Form S-8 and the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by Allstate pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement.

- (2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment 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.

- (3) 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.

Allstate hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of Allstate's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act 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.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of Allstate pursuant to the foregoing provisions, or otherwise, Allstate has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by Allstate of expenses incurred or paid by a director, officer or controlling person of Allstate in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the obligations being registered, Allstate 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 Securities Act and will be governed by the final adjudication of such issue.

POWER OF ATTORNEY

Each director and/or officer of the Registrant whose signature appears below hereby appoints Daniel G. Gordon, Susan L. Lees, Samuel H. Pilch, Steven E. Shebik, and Thomas J. Wilson, and each of them severally, as his or her attorney-in-fact in his or her name, place and stead, in any and all capacities stated below, to sign any and all amendments to this Registration Statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Commission. The Registrant also appoints Daniel G. Gordon, Susan L. Lees, Samuel H. Pilch, Steven E. Shebik, and Thomas J. Wilson, and each of them severally, as its attorney-in-fact in its name, place and stead to sign any and all amendments to this Registration Statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Commission.

SIGNATURES

The Registrant. Pursuant to the requirements of the Securities Act, Allstate certifies that it has reasonable grounds to believe that it meets all of the requirements for filing this Registration Statement on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Township of Northfield, County of Cook, State of Illinois, on November 18, 2014.

THE ALLSTATE CORPORATION

By: /s/ DANIEL G. GORDON
Name: Daniel G. Gordon
Title: Vice President, Assistant General Counsel, and Assistant Secretary

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ THOMAS J. WILSON</u> Thomas J. Wilson	Chairman of the Board, President, and Chief Executive Officer (Principal Executive Officer)	November 18, 2014
<u>/s/ STEVEN E. SHEBIK</u> Steven E. Shebik	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	November 18, 2014
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<u>/s/ SAMUEL H. PILCH</u> Samuel H. Pilch	Senior Group Vice President and Controller (Principal Accounting Officer)	November 18, 2014
<u>/s/ F. DUANE ACKERMAN</u> F. Duane Ackerman	Director	November 18, 2014
<u>/s/ ROBERT D. BEYER</u> Robert D. Beyer	Director	November 18, 2014
<u>/s/ KERMIT R. CRAWFORD</u> Kermit R. Crawford	Director	November 18, 2014
<u>/s/ MICHAEL L. ESKEW</u> Michael L. Eskew	Director	November 18, 2014
<u>/s/ JACK M. GREENBERG</u> Jack M. Greenberg	Director	November 18, 2014

<u>/s/ HERBERT L. HENKEL</u> Herbert L. Henkel	Director	November 18, 2014
<u>/s/ SIDDHARTH N. MEHTA</u> Siddharth N. Mehta	Director	November 18, 2014
<u>/s/ ANDREA REDMOND</u> Andrea Redmond	Director	November 18, 2014
<u>John W. Rowe</u>	Director	November 18, 2014
<u>/s/ JUDITH A. SPRIESER</u> Judith A. Sprieser	Director	November 18, 2014
<u>/s/ MARY ALICE TAYLOR</u> Mary Alice Taylor	Director	November 18, 2014

EXHIBIT INDEX

Exhibit Number	Description of Exhibit
4	The Allstate Corporation Deferred Compensation Plan for Independent Contractor Exclusive Agents, as amended and restated as of January 1, 2014
5	Opinion of Daniel G. Gordon, Vice President, Assistant General Counsel, and Assistant Secretary of the Registrant.
15	Acknowledgment of Deloitte & Touche LLP regarding unaudited interim financial information
23.1	Consent of Daniel G. Gordon, Vice President, Assistant General Counsel, and Assistant Secretary of the Registrant (included in Exhibit 5)
23.2	Consent of Independent Registered Public Accounting Firm
24	Power of Attorney (included on signature page)

THE ALLSTATE CORPORATION
DEFERRED COMPENSATION PLAN
FOR INDEPENDENT CONTRACTOR EXCLUSIVE AGENTS
AMENDED AND RESTATED AS OF JANUARY 1, 2014

ARTICLE I
DESIGNATION OF PLAN AND DEFINITIONS

1.1 TITLE AND PURPOSE

- (a) Title. This Plan shall be known as “The Allstate Corporation Deferred Compensation Plan for Independent Contractor Exclusive Agents.”
- (b) Purpose. This Plan was established by The Allstate Corporation for the purpose of providing deferred compensation for eligible agents. With respect to amounts deferred on or after January 1, 2005, this Plan is intended to be a nonqualified deferred compensation plan maintained in conformity with the requirements of Internal Revenue Code Section 409A and shall be interpreted accordingly.
- (c) Effective Date and Plan History. The Plan was adopted by Allstate Insurance Company effective January 1, 1995. The Plan was amended and restated by the Company, effective January 1, 1996, November 10, 1997, September 1, 1999, November 1, 2000, November 1, 2001, and October 7, 2002. The Plan was amended effective April 24, 2003 and amended and restated effective December 31, 2008, July 31, 2009, January 1, 2011, January 1, 2013, and January 1, 2014. The terms of this Plan are effective for all benefits under the Plan that are not fully distributed as of January 1, 2005, except that actions taken on or after January 1, 2005 and prior to December 31, 2008, are subject to the terms of the then existing Plan and, as applicable, a reasonable and good faith interpretation of Code Section 409A and the transition guidance provided thereunder.

1.2 DEFINITIONS

Unless expressly stated otherwise, the following definitions will apply:

- (a) “Account” shall mean nominal bookkeeping entries made to state the balance of a Participant’s benefit under the Plan. A Participant’s benefit under the Plan shall be comprised of the total of all sub-accounts, which may include a Pre-2005 Sub-Account and Post-2004 Sub-Account. “Account shall also mean any amounts deferred by a Participant, as adjusted for earnings and debits, under The Allstate Corporation Deferred Compensation

Plan and The Allstate Corporation Deferred Compensation Plan for Employee Agents.

- (b) "Beneficiary" or "Contingent Beneficiary" shall mean the person or persons last designated in writing by the Participant to the Committee, in accordance with Section 8.5 of the Plan.
- (c) "Board" shall mean the Board of Directors of the Company.
- (d) "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time, including regulations and guidance of general applicability issued thereunder.
- (e) "Committee" shall mean the Committee appointed by the Board of Directors pursuant to Article VI of this Plan, and shall mean those persons to whom the Committee has delegated administrative duties pursuant to Section 6.1(g).
- (f) "Company" shall mean The Allstate Corporation.
- (g) "Compensation" for any year shall mean all commissions and other amounts paid to an Eligible Agent by Allstate Insurance Company, by Allstate New Jersey Insurance Company, by Allstate Life Insurance Company or by any other member of the Controlled Group which has adopted the Plan, that are paid through the Allstate Insurance Company Human Resources payroll system, but shall not include (1) commissions paid for Joint Underwriter Association and Assigned Risk business, (2) bonuses, (3) awards, and (4) other items deemed properly excludable by the Committee.
- (h) "Controlled Group" shall mean any corporation or other business entity which is included in a controlled group of corporations, within the meaning of section 1563(a)(i) of the Code, within which the Company is also included.
- (i) "Eligible Agent" shall mean any exclusive insurance agent independent contractor operating as a sole proprietorship who has submitted a Form W-9 to Allstate Human Resources which substantiates his or her business as a sole proprietorship and who is

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receiving Compensation in a Plan Year. Effective January 1, 2001, "Eligible Agent" shall also mean any Exclusive Financial Specialist Independent Contractor operating as a sole proprietorship who has submitted a Form W-9 to Allstate Human Resources which substantiates his or her business as a sole proprietorship and who is receiving Compensation in a Plan Year.

- (j) "Hardship" shall apply only to a Participant's Pre-2005 Sub-Account and shall mean severe financial hardship to the Participant resulting from a sudden and unexpected illness or accident of the Participant or of a dependent (as defined in section 152(a) of the Code) of the Participant, or loss of the Participant's property due to casualty, or similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant, as determined by the Committee.
- (k) "Investment" shall mean the elections made by Participants, as allowed for in Section 4.3 of the Plan, to allocate and reallocate deferrals and Account balances among the Investment Options described in Section 4.3(b), together with accruals and adjustments reflecting the hypothetical experience of the Investment Options.
- (l) "Monthly/Weekly Compensation" means Compensation paid to a Participant during a calendar month or week, depending on the Participant's agency agreement.
- (m) "Participant" shall mean an Eligible Agent who has an Account balance in the Plan.

- (n) "Plan" shall mean The Allstate Corporation Deferred Compensation Plan For Independent Contractor Exclusive Agents as set forth herein, and as amended from time to time in accordance with Article VII hereof.
- (o) "Plan Year" shall mean the fiscal year of the Company, which is a calendar year.
- (p) "Post-2004 Sub-Account" shall mean a nominal bookkeeping sub-account of

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the Participant's Account established to state the balance of (i) Compensation deferred by a Participant under the Plan on or after January 1, 2005, as adjusted pursuant to Article IV of the Plan, and (ii) earnings and losses on amounts contributed pursuant to (i) of this subsection, pursuant to Article IV. "Post-2004 Sub-Account" shall refer to the total of the Participant's benefit under this Plan with respect to amounts deferred or otherwise credited on or after January 1, 2005, pursuant to Section 4.2.

- (q) "Pre-2005 Sub-Account" shall mean a nominal bookkeeping sub-account of the Participant's Account established to state the balance of (i) Compensation that was fully earned and vested prior to January 1, 2005, and deferred by a Participant under the terms of the Plan then in effect; and (ii) earnings and losses on amounts contributed pursuant to (i) of this subsection, pursuant to Article IV.
- (r) "Separation from Service" shall mean the termination of a Participant's agency relationship with Allstate Insurance Company, with Allstate New Jersey Insurance Company, with Allstate Life Insurance Company or with any other member of the Controlled Group which has adopted the Plan that results in a distribution as specifically defined and determined under Article V of the Plan. "Separation from Service" shall have distinct meanings with respect to the Pre-2005 Sub-Account and the Post-2004 Sub-Account, as set forth in Article V of the Plan.
- (s) "Unforeseeable Financial Emergency" shall apply only to a Participant's Post-2004 Sub-Account and shall mean a severe financial hardship to the Participant resulting from an illness or accident of the Participant, the Participant's spouse, the Participant's beneficiary, or the Participant's dependent (as defined in Section 152 of the Code, without regard to Sections 152(b)(1), 152(b)(2) and 152(d)(1)(B) of the Code); loss of the Participant's property due to casualty; or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant; but shall not include any of the foregoing to the extent such emergency is or may be relieved through reimbursement or compensation from insurance or otherwise, by liquidation of the Participant's assets (to the

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extent the liquidation of such assets would not cause severe financial hardship), or by cessation of deferrals under the Plan. In making its determination, the Committee shall be guided by the prevailing authorities applicable under the Code so as to result in the Participant not being in constructive receipt or subject to penalties under Code section 409A with respect to any distribution or cancellation of a deferral due to an Unforeseeable Financial Emergency.

ARTICLE II PARTICIPATION

2.1 PARTICIPATION AND DEFERRAL ELECTIONS

An Eligible Agent shall become a Participant upon the filing of an election to defer Compensation and shall continue as a Participant until his or her Account has been fully paid pursuant to the provisions of Article V. An

election to defer Compensation shall specify the percentage of Compensation to be deferred under the Plan for a Plan Year. An election to defer Compensation shall be filed in the manner and at the time that the Committee may specify in its discretion from time to time.

2.2 TIMING OF DEFERRAL ELECTIONS

- (a) Except as provided in 2.2(b), in no event shall a Participant be permitted to make a deferral election with respect to his or her Compensation after December 31 of the calendar year preceding the Plan Year in which such deferral election shall take effect. All elections to defer Compensation for a Plan year shall be irrevocable as of December 31 of the preceding Plan Year (or such earlier date as may be determined by the Committee) and, therefore, may not be changed by either the Committee or the Participant after December 31 (or such earlier date, if applicable).
- (b) Any agent who becomes an Eligible Agent during the Plan Year may, provided that the Committee has exercised the discretion referred to in Section 2.1, participate in the Plan for the remainder of such Plan Year if he or she elects to do so no later than 30 days following the date he or she

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becomes an Eligible Agent. Elections made by agents who become Eligible Agents during the Plan Year will be effective on the first of the month following the date their election is received in the manner specified by the Committee. If an Eligible Agent fails to make an election, such failure will be deemed an election not to become a Participant for the Plan Year.

- (c) "Evergreen" Deferral Elections. The Committee may in its discretion establish rules from time to time under which deferral elections provided in this Section 2.2 shall remain in effect for all succeeding Plan Years in which the Participant is eligible to make a deferral election unless and until the Participant files a subsequent deferral election.
- (d) Hardship and Unforeseeable Emergency. Notwithstanding the other provisions of this section 2.2, the Committee may in its sole discretion cancel all outstanding deferral elections of a Participant if the Participant experiences a Hardship or upon the Committee's determination that the Participant has experienced an Unforeseeable Financial Emergency. Any subsequent election to defer shall be subject to the terms of this Section 2.2(a), (b) and (c).

ARTICLE III DEFERRALS

3.1 AMOUNT OF DEFERRAL

Each Eligible Agent may elect to defer, in whole number percentages, up to 80% of his or her Monthly/Weekly Compensation.

3.2 EFFECTIVE DATE OF DEFERRAL

Compensation deferred shall be credited to a Participant's Account by bookkeeping entry as set forth in Section 4.2.

3.3 USE OF AMOUNTS DEFERRED

Amounts credited to Accounts shall be a part of the general funds of the Company, shall be subject to all the risks of the Company's business, and may be deposited, invested or expended in any manner whatsoever by the Company.

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ARTICLE IV
ACCOUNTS AND VESTING

4.1 ESTABLISHMENT OF ACCOUNT

The Committee shall establish, by bookkeeping entry on the books of the Company, an Account for each Participant. Accounts shall not be funded in any manner.

4.2 CONTRIBUTIONS TO ACCOUNT

The Committee shall cause deferred Compensation to be credited by bookkeeping entry to each Participant's Account as of the last day of the month in which the Compensation otherwise would have been payable to the Participant, or as soon thereafter as is administratively practicable.

4.3 MAINTENANCE OF ACCOUNT BALANCES - INVESTMENT

- (a) A Participant may make an Investment with respect to amounts in his or her Account. Each Investment shall be made in accordance with procedures established by the Committee and shall specify that portion of the Participant's deferrals on the date of such election to be invested in each Investment Option (as defined in Section 4.3(b) below) . In its sole discretion, the Committee may withhold one or more of the Investment Options from Investment by Participants for a Plan Year or Years. Investments of deferrals must be made in whole percentage increments.

Each Account shall be adjusted, as applicable, to apply contributions, dividend equivalents, investment gains or losses net of any Plan administration and investment expenses, and distributions. All such adjustments shall be bookkeeping entries reflecting hypothetical experience for the Investment Options in which Investments are made.

- (b) The Investment Options in which Investments may be made are:

- (1) Investment Option #1 – Stable Value Fund. The Stable Value Fund, managed by Invesco Advisors, Inc., (“Invesco”) includes a number of investment contracts issued by a diversified group of high quality insurance companies, banks, and other financial institutions (excluding

Allstate companies), each backed by one or more diversified bond portfolios.

The investment contracts are supported by use of investment portfolios holding a diversified mix of high quality fixed-income securities. To provide some diversification in the fund by style of fixed income management, Invesco may from time to time select one or more fixed income sub-advisors to manage portions of the fund consistent with the fund's overall objectives. Derivative securities may be used for hedging and replication purposes only. U.S. Treasury securities and U.S. Treasury futures may be used to manage interest rate risk.

The Stable Value Fund's objective is to seek preservation of capital, and to provide liquidity and a reasonably predictable return that moves gradually toward the current short- to intermediate- term market interest rates. As the fund seeks to preserve principal value, Invesco controls risk by diversifying the fund among a variety of high quality fixed income investments, fixed income sub-advisors, and investment contracts.

The credited rate of interest of the Stable Value Fund is the average return of all investments held in the fund.

- (2) Investment Option #2 – Bond Fund. The Bond Fund invests in the U.S. Bond Index Non-Lending Series Fund - Class A, a collective fund managed by State Street Global Advisors (SSgA). The fund's objective is to approximate as closely as practicable, before expenses, the performance of the Barclays Capital U.S. Aggregate Bond Index (the “Barclays Index”) over the long term. The Barclays

Index is an index representative of well-diversified exposure to the overall U.S. bond market. More specifically, it covers the dollar-denominated investment-grade fixed-rate taxable bond market, including U.S. Treasuries, government-related and corporate securities, mortgaged pass-through securities, asset-backed securities, and commercial mortgage-backed securities. The fund may attempt to invest in the securities comprising

the Barclays Index in the same proportions as they are represented in the Barclays Index. However, it may not be possible for the fund to purchase some of the securities comprising the Barclays Index. In such a case, SSgA will select securities for the fund that SSgA believes will reasonably track the characteristics of the Barclays Index.

- (3) Investment Option #3 – S&P 500 Fund¹. The S&P 500 Fund invests in the S&P 500 Index Non-Lending Series Fund – Class A, a collective fund managed by SSgA. The fund's objective is to approximate as closely as practicable, before expenses, the performance of the Standard & Poor's (S&P) 500 (the "S&P 500 Index") over the long term. The S&P 500 Index consists of large capitalization stocks across over 24 industry groups and 500 stocks chosen for market size, liquidity and industry group representation. The fund seeks to maintain the returns of the S&P 500 Index by investing in a portfolio that replicates the S&P 500 Index by owning securities in approximately the same proportions as they are represented in the S&P 500 Index or by constructing a portfolio that SSgA believes will reasonably track the characteristics of the S&P 500 Index.
- (4) Investment Option #4 – International Equity Fund. The International Equity Fund invests in the Global Equity ex U.S. Index Non-Lending Series Fund - Class A, a collective fund managed by SSgA. The fund's objective is to approximate as closely as practicable, before expenses, the performance of the Morgan Stanley Capital International (MSCI) ACWI ex-USA Index (the "ACWI ex-USA Index") over the long term. The ACWI ex-USA Index is a free float-adjusted market capitalization weighted index that is designed to measure the equity

¹ Standard & Poor's®, S&P®, S&P 500 Index and Standard & Poor's 500 Index are trademarks of McGraw-Hill Companies, Inc., and have been licensed for use by State Street Bank and Trust Company. The product is not sponsored, endorsed, listed, sold or promoted by Standard & Poor's ("S&P"), and S&P makes no representation regarding the advisability of investing in this product.

market performance of developed and emerging markets. The ACWI ex-USA Index consists of approximately 1,800 stocks in selected markets with emerging markets representing approximately 20%. MSCI attempts to capture approximately 85% of the total market capitalization in each country. The fund seeks to maintain the returns of the ACWI ex-USA Index by investing in a portfolio that replicates the ACWI ex-USA Index by owning securities in approximately the same proportions as they are represented in the ACWI ex-USA Index or by constructing a portfolio that SSgA believes will reasonably track the characteristics of the ACWI ex-USA Index.

Restrictions apply to reallocations or transfers of money into the International Equity Fund. This means that Participants are prohibited from using the reallocation or transfer feature to move money into the International Equity Fund within any 30-calendar day period following the date money is moved out of the International Equity Fund through reallocation or transfer. Any subsequent reallocation or transfer of money out of the International Equity Fund during a 30-calendar day restriction period will start a new 30-day restriction period. The 30-calendar day restriction does not apply to Participant deferrals into the International Equity Fund or to hardship withdrawals from the International Equity Fund.

Reallocations or transfers of money out of the International Equity Fund are allowed at any time. The restriction applies only to reallocations or transfers into the International Equity Fund.

- (5) Investment Option #5 – Russell 2000 Fund². The Russell 2000 Fund invests in the Russell Small Cap Index Non-Lending Series Fund – Class A, a collective fund managed by SSgA. The fund’s objective is to approximate as closely as practicable, before expenses, the performance of the Russell 2000 Index, over the long term.

² Russell Investment Group is the source and owner of the trademarks, service marks, and copyrights relating to the Russell Indexes. Russell 2000® Index is a trademark of the Russell Investment Group.

The Russell 2000 Index measures the performance of the small-cap segment of the U.S. equity universe. It is a subset of the Russell 3000 Index and includes approximately 2,000 of the smallest securities based on a combination of their market capitalization and current index memberships. The fund seeks to match the return of the Russell 2000 Index by investing in a portfolio that holds the securities of the Russell 2000 Index in approximately the same proportions as they are represented in the Russell 2000 Index or by constructing a portfolio that SSgA believes will reasonably track the characteristics of the Russell 2000 Index.

- (6) Investment Option #6 - The Mid-Cap Fund³. The Mid-Cap Fund invests in the S&P Mid-Cap Index Non-Lending Series Fund — Class A, a collective fund managed by SSgA. The fund’s objective is to approximate as closely as practicable, before expenses, the performance of the S&P Mid-Cap 400 Index (the “Mid-Cap Index”) over the long term. The Mid-Cap Index is a cap-weighted index that measures the performance of the mid-range sector of the U.S. stock market. The fund seeks to match the return of the Mid-Cap Index by owning securities in approximately the same proportions as they are represented in the Mid-Cap Index or by constructing a portfolio that SSgA believes will reasonably track the characteristics of the Mid-Cap Index.

- (c) A Participant may change his Investment elections at such time and in such manner, and with respect to such existing Account balances and future contributions, as the Committee shall determine; any such changes to be effective only in accordance with such procedures as established from time to time by the Committee. Any reallocations of existing Account balances must be made in whole percentage increments. A reallocation

³ S&P MidCap 400® Index is a trademark of Standard & Poor’s Financial Services LLC., and has been licensed for use by State Street Bank and Trust. The product is not sponsored, endorsed, sold or promoted by Standard & Poor’s (S&P), and S&P makes no representation regarding the advisability of investing in this product.

election will become effective as set forth in Plan procedures. Any reallocations of existing Account balances made under this Plan will simultaneously apply to any amounts the Participant may have deferred under either The Allstate Corporation Deferred Compensation Plan or The Allstate Corporation Deferred Compensation Plan for Employee Agents.

4.4 VESTING

A Participant shall be fully vested in his or her Account at all times, subject to Sections 3.3, 8.2 and 8.3.

ARTICLE V
PAYMENTS

5.1 EVENTS CAUSING ACCOUNTS TO BECOME DISTRIBUTABLE

(a) Pre-2005 Sub-Account. All references to "Account" in this Section 5.1(a) shall refer solely to the portion of a Participant's Account, if any, that is the Pre-2005 Sub-Account.

- (1) A Participant's Account shall become distributable upon notification to the Plan of the Participant's Separation from Service or, at the election of the Participant pursuant to Section 5.3(a), in one of the first through fifth years after Separation from Service. In either event, the Participant may elect to receive payment in a lump sum or in annual installments as provided in Section 5.3.(a).

For purposes of this Section 5.1(a), "Separation from Service" shall mean the termination of a Participant's agency relationship with Allstate Insurance Company, with Allstate New Jersey Insurance Company, with Allstate Life Insurance Company or with any other member of the Controlled Group which has adopted the Plan, unless such termination results from acceptance of employment with Allstate Insurance Company, with Allstate New Jersey Insurance Company or any other member of the Controlled

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Group. "Separation from Service" shall also mean the subsequent termination of employment with all members of the Controlled Group, unless such termination results in a transfer of status to an Exclusive Agent Independent Contractor or to an Exclusive Financial Specialist Independent Contractor for Allstate Insurance Company, for Allstate New Jersey Insurance Company, for Allstate Life Insurance Company, or for any other member of the Controlled Group.

- (2) That portion of a Participant's Account determined to be necessary to alleviate a demonstrated Hardship shall become distributable upon the date of such determination, subject to Section 5.2.
- (3) Special Distribution Rule for Participants Prior to September 1, 1999. For those Participants who irrevocably elected to do so on or before September 1, 1999, such Participants may receive a distribution as of the first day of any Plan Year prior to Separation from Service. The portion of the Participant's Account attributable to Compensation deferred, and accruals thereon, shall be distributed on the date elected. Any balance in the Participant's Account remaining after any payment under this paragraph and any balance in the Account attributable to participation in the Plan in any year subsequent to the year in which a payout on such date certain occurs, shall become distributable to the Participant as provided in paragraphs (1), (2), or (3) of this Section, 5.1.(a).
- (4) Effective September 1, 1999, a Participant may at any time irrevocably elect to receive a distribution of his or her entire Account balance, subject to the forfeiture to the Company of 10% of such Account balance (a "100% In-Service Withdrawal") provided that any deferral election for the current Plan Year will continue subject to Section 2.2(a) and the Participant may not elect to defer any base salary or Incentives earned during the next succeeding Plan Year ("Suspension Period"). If a Participant elects a 100% In-Service Withdrawal after the enrollment period for the next succeeding Plan Year and before the end of the current Plan Year, then any deferral election for base salary or Incentives earned during the next succeeding Plan Year will be cancelled. The Participant's Account balance shall

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become distributable subject to Section 5.2 following the date of such election.

- (5) In the event of a Participant's death prior to distribution of his or her entire Account balance, the remaining Account balance shall become distributable following the date on which all events have occurred which entitle the Beneficiary or Beneficiaries to payment.
- (b) Post-2004 Sub-Account. All references to "Account" in this Section 5.1(b) shall refer solely to the portion of a Participant's Account, if any that is the Post-2004 Sub-Account.
- (1) Distributions of the Account shall be made (in the case of a lump sum) or commence (in the case of installments) on the first day of the first calendar month next following the date of the Participant's Separation from Service. Unless otherwise specified pursuant to Section 5.3, distributions shall be in the form of a single lump sum payment. For purposes of this Section 5.1(b), "Separation from Service" shall mean the termination of a Participant's agency relationship with Allstate Insurance Company, with Allstate New Jersey Insurance Company, with Allstate Life Insurance Company or with any other member of the Controlled Group which has adopted the Plan, unless such termination results from acceptance of employment with Allstate Insurance Company, with Allstate New Jersey Insurance Company, Allstate Life Insurance Company or any other member of the Controlled Group. "Separation from Service" shall also mean the subsequent termination of employment with all members of the Controlled Group, unless such termination results in a transfer of status to an Exclusive Agent Independent Contractor or to an Exclusive Financial Specialist Independent Contractor for Allstate Insurance Company, for Allstate New Jersey Insurance Company, for Allstate Life Insurance Company, or for any other member of the Controlled Group. Determination of whether a Separation from Service occurs shall be made in a manner that is consistent with Treas. Reg. 1.409A-1(h).
- (2) In the event of a Participant's death prior to the full distribution of his or her Account, the undistributed Account shall be distributed to the Participant's

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Beneficiary within 90 days of the Participant's death.

- (3) The Committee retains sole discretion to determine whether and to what extent all or any portion of an Account may be payable on account of an Unforeseeable Financial Emergency. If the Committee determines that such distribution shall be made, payment shall be made within 30 days of the determination of Unforeseeable Financial Emergency and the Committee may, in its discretion, determine how any partial distribution of the Account shall be allocated among the hypothetical Investment Options applicable to such Account.
- (4) Payment Dates. If a payment is due on a nonbusiness day or a federal or state holiday, such payment shall be due on the next succeeding business day.

5.2 NOTICE OF ACCOUNT PAYMENT AND COMMENCEMENT OF DISTRIBUTION FOR PRE-2005 SUB-ACCOUNTS

The Committee or its appointed representative shall notify a Participant or Beneficiary, as the case may be, as soon as practicable after the first day of the month following the date on which the Pre-2005 Sub-Account becomes distributable, that he or she is entitled to receive payment from the Pre-2005 Sub-Account, the balance of which shall be computed as of the close of business on the last day of the month in which the Pre-2005 Sub-Account becomes distributable. Distribution of Pre-2005 Sub-Account balances shall commence as soon as practicable after the first day of the month next following the date on which the Pre-2005 Sub-Account becomes distributable.

5.3 FORM OF PAYMENT

- (a) Except as provided in paragraphs (c) and (d) of this Section 5.3, payments of Account balances to a Participant shall be in the form of one lump sum payment or annual cash installment payments over a minimum of 2 and a maximum of 10 years, at the election of the Participant. The provisions of this

- (b) The amount of each annual installment payable to a Participant who has elected to receive installment payments shall be as follows: The first annual installment payment shall, for a Participant who has elected to receive installment payments commencing upon his or her Separation from Service, be computed as of the close of business on the last day of the month in which the Account becomes distributable, and the amount of such payment shall equal his or her Account balance as of such date, divided by the number of installments including the one being paid. The first annual installment payment shall, for a Participant who has elected to receive installment payments commencing in one of the first through fifth years after Separation from Service, be computed as of the close of the first business day of the year preceding the year in which the Account balance becomes distributable, and the amount of such payment shall equal his or her Account balance as of such date, divided by the number of installments including the one being paid. Each subsequent installment payment shall be computed as of the close of the last business day of the year thereafter, and the amount of each subsequent payment shall equal his or her remaining Account balance, divided by the number of remaining installments, including the one being paid. Investment gains or losses and other adjustments shall continue with respect to the entire unpaid Account balance, as provided in Section 4.3.
- (c) In the event of a Participant's death prior to distribution of his or her entire Account balance, the remaining Account balance shall be paid in a lump-sum to the Participant's Beneficiary or Beneficiaries, subject to Sections 5.1(a)(5) and 5.1(b)(2).
- (d) Notwithstanding the provisions of paragraphs (a) and (b) above, if the Account balance is \$5,000 or less on any date a payment is to be made to a Participant, the payment shall be the remaining unpaid Account balance.

5.4 DISTRIBUTION ELECTION

- (a) Each Participant shall elect his or her desired form of payment, in accordance with procedures established by the Committee, at the time of his other initial participation election set forth in Section 2.1.

- (b) This Section 5.4(b) shall apply solely with respect to Pre-2005 Sub-Accounts. Except for distribution elections under Section 5.1(a)(3) and (a)(4), each Participant may from time to time revise the terms of distribution of the Participants Accounts, in accordance with the procedures established by the Committee, provided that (i) the revised notice of the desired form of payment shall be made by the Participant no less than twelve months prior to the date on which payment is to commence, but in any event no later than the day before the date of the Participant's Separation from Service and (ii) in any event, distribution of the Participant's Account shall not commence earlier than twelve months after the Participant's revised notice of the desired form of payment is made.
- (c) This Section 5.4(c) shall apply solely with respect to Post-2004 Sub-Accounts. Installments shall be paid only if a Participant filed an irrevocable election to receive installment payments in a manner acceptable to the Committee on or before the later of December 31, 2008, or the date of the Participant's initial election to defer Compensation under the Plan. Installment payments shall be treated as a right to a series of separate payments for purposes of Code Section 409A.

6.1 GENERAL ADMINISTRATION; RIGHTS AND DUTIES

The Board shall appoint the Committee, which, subject to the express limitations of the Plan, shall be charged with the general administration of the Plan on behalf of the Participants. The Committee shall also be responsible for carrying out its provisions, and shall have all powers necessary to accomplish those purposes, including, but not by way of limitation, the following:

- (a) To construe and interpret the Plan;
- (b) To compute the amount of benefits payable to Participants;
- (c) To authorize all disbursements by the Company of Account balances pursuant to the Plan;

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- (d) To maintain all the necessary records for the administration of the Plan;
- (e) To make and publish rules for administration and interpretation of the Plan and the transaction of its business;
- (f) To make available to each Participant the current value of their Account;
- (g) To delegate the administration of the Plan in accordance with its terms to officers or employees of the Company, of Allstate Insurance Company or of an independent consultant retained by the Committee who the Committee believes to be reliable and competent. The Committee may authorize officers or employees of the Company or of Allstate Insurance Company to whom it has delegated duties under the Plan to appoint other persons to assist the delegate in administering the Plan; and
- (h) To refuse to accept the deferral of amounts the Committee or its delegate considers too small to be administratively feasible.

The determination of the Committee as to any disputed question or controversy shall be conclusive.

ARTICLE VII PLAN AMENDMENTS AND TERMINATION

7.1 AMENDMENTS

The Company shall have the right to amend this Plan from time to time by resolutions of the Board or by the Committee, and to amend or rescind any such amendments; provided, however, that no action under this Section 7.1 shall in any way reduce the amount of Compensation deferred or reduce the value of any Account. All amendments shall be in writing and shall be effective as provided subject to the limitations in this Section 7.1.

7.2 TERMINATION OF PLAN

The Company expects that the Plan will continue indefinitely but, continuance of the Plan is not a contractual or other obligation of the Company. The Company reserves its right to discontinue the Plan at any time by resolution of the Board;

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however, no such action shall reduce the value of an Account or result in a distribution that does not conform to the requirements of Code Section 409A.

ARTICLE VIII MISCELLANEOUS

8.1 NOTIFICATION TO COMMITTEE

Any election made or notification given by a Participant pursuant to this Plan shall be made in accordance with procedures established by the Committee or its designated representative, and shall be deemed to have been made or given on the date received by the Committee or such representative.

8.2 EFFECT ON AGENCY RELATIONSHIP

Participation in this Plan shall not give any Participant the right to be retained as an agent of Allstate Insurance Company or of any member of the Controlled Group, or to have or any right or interest other than as herein provided. No Participant shall have any right to any payment or benefit except to the extent provided in this Plan. Allstate Insurance Company and the members of the Controlled Group expressly reserve the right to terminate the agency relationship of any Participant without any liability for any claim against any of them, except to the extent expressly provided herein.

8.3 STATUS OF PARTICIPANTS

This Plan shall create only a contractual obligation on the part of the Company and shall not be construed as creating a trust or other fiduciary relationship with Participants. Participants will have only the rights of general unsecured creditors of the Company with respect to Compensation deferred and all amounts credited to their Accounts.

8.4 BENEFICIARIES AND CONTINGENT BENEFICIARIES

- (a) **Beneficiary Designation.** Each Participant shall, in accordance with procedures established by the Committee, designate one or more persons or entities (including a trust or trusts or his or her estate) to receive distribution of his or her Account that are not distributed prior to the Participant's death. The Participant may also designate a person or persons

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as a Contingent Beneficiary who shall succeed to the rights of the person or persons originally designated as Beneficiary, in case the latter should die. The Participant may from time to time change any designation of Beneficiary or Contingent Beneficiary so made, by submitting a new designation in accordance with procedures established by the Committee. The last valid designation made by a Participant under the Plan, in accordance with procedures established by the Committee, shall be controlling.

- (b) **Spousal Consent Required.** In the event a Participant designates a person other than his or her spouse as Beneficiary of any interests under this Plan, the Participant's spouse shall sign a notarized statement specifically approving such designation and authorizing the Committee to make payment of such interests in the manner provided in such designation. In the absence of such designation by the Participant, or in the absence of notarized spousal approval and authorization as herein above provided, or in the event of the death prior to or simultaneous with the death of the Participant, of all Beneficiaries or Contingent Beneficiaries, as the case may be, to whom payments were to be made pursuant to a designation by the Participant, such payments or any balance thereof shall be paid to the Participant's spouse or, if there is no surviving spouse, to the Participant's estate, or, if there is no estate, according to the Illinois laws of descent and distribution.
- (c) **Death of Beneficiary.** In the event of the death, subsequent to the death of the Participant, of a Beneficiary or Contingent Beneficiary, as the case may be, to whom such payments were to be made or were being made pursuant to a designation under this section, such payments or any balance thereof shall be paid to the estate of such Beneficiary or Contingent Beneficiary.

8.5 TAXES AND OTHER CHARGES

To the extent permitted by law, if the whole or any part of a Participant's Account shall become the subject of any federal, state or local tax which the Company shall legally be required to withhold or pay, the Company shall reduce an Account with respect to such tax paid.

8.6 BENEFITS NOT ASSIGNABLE; OBLIGATIONS BINDING UPON SUCCESSORS

Before a Participant's Account becomes distributable, benefits under this Plan and rights to receive the amounts credited to the Account of a Participant shall not be assignable or transferable and any purported transfer, assignment, pledge or other encumbrance or attachment of any payments or benefits under this Plan shall not be permitted or recognized. Obligations of the Company under this Plan shall be binding upon successors of the Company.

8.7 ILLINOIS LAW GOVERNS; SAVING CLAUSE

The validity of this Plan or any of its provisions shall be construed and governed in all respects under and by the laws of the State of Illinois. If any provisions of this Plan shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions hereof shall continue to be fully effective.

8.8 HEADINGS NOT PART OF PLAN

Headings and subheadings in this Plan are inserted for reference only, and are not to be considered in the construction of the provisions hereof.



Daniel G. Gordon
Vice President,
Assistant General Counsel, and Assistant
Secretary

November 18, 2014

The Allstate Corporation
2775 Sanders Road
Northbrook, IL 60062-6127

Ladies and Gentlemen:

A Registration Statement on Form S-8 is being filed on or about the date of this letter with the Securities and Exchange Commission to register an additional \$40,000,000 of Deferred Compensation Obligations (the "Obligations") of The Allstate Corporation ("Allstate") for issuance to participants in The Allstate Corporation Deferred Compensation Plan for Independent Contractor Exclusive Agents (the "Plan"). The \$40,000,000 of Obligations being registered under this Registration Statement are in addition to the \$40,000,000 of Obligations registered on November 8, 1995 pursuant to Registration Statement No. 33-99138, the \$40,000,000 of Obligations registered on October 31, 2000 pursuant to Registration Statement No. 333-49022, the \$50,000,000 of Obligations registered on October 8, 2002 pursuant to Registration Statement No. 333-100406, the \$25,000,000 of Obligations registered on November 10, 2004 pursuant to Registration Statement No. 333-120343, the \$70,000,000 of Obligations registered on July 19, 2007 pursuant to Registration Statement No. 333-144692, and the \$20,000,000 of Obligations registered on July 13, 2011 pursuant to Registration Statement No. 333-175528.

This opinion is delivered in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act of 1933, as amended.

In connection with this opinion I, or attorneys working under my direction, have examined originals or copies, certified or otherwise identified to my satisfaction, of (i) the Registration Statement, (ii) the Plan, (iii) the Amended and Restated Certificate of Incorporation of Allstate as currently in effect, (iv) the Amended and Restated Bylaws of Allstate as currently in effect, and (v) resolutions of the Board of Directors of Allstate relating to the filing of the Registration Statement and related matters. In addition I, or attorneys working under my direction, have examined originals or copies, certified or otherwise identified to my satisfaction, of such records of Allstate and such other agreements, instruments, and documents of Allstate, and have made such other investigations, as I have deemed necessary or appropriate as a basis for the opinions set forth herein.

The Allstate Corporation
2775 Sanders Road, Suite A2W, Northbrook, IL 60062 847-402-3776 dan.gordon1@allstate.com

Based upon the foregoing, it is my opinion that, when issued in accordance with the provisions of the Plan, the Obligations will be valid and binding obligations of Allstate, enforceable in accordance with their terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights or by general principles of equity.

I am licensed to practice law in Illinois. This opinion is limited to the Delaware General Corporation Law, the applicable provisions of the Delaware Constitution and reported judicial decisions interpreting those laws.

I consent to the filing of this opinion as an exhibit to the Registration Statement and to the use of my name wherever appearing in the Registration Statement and any amendment thereto. In giving this consent I do not admit that I am within the category of persons whose consent is required by Section 7 of the Securities Act of 1933 or the rules and regulations promulgated thereunder.

Very truly yours,

The Allstate Corporation
2775 Sanders Road
Northbrook, IL 60062

We have reviewed, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the unaudited interim financial information of The Allstate Corporation and subsidiaries for the three-month periods ended March 31, 2014 and 2013, and have issued our report dated May 6, 2014, for the six-month and three-month periods ended June 30, 2014 and 2013, and have issued our report dated July 30, 2014, and for the nine-month and three-month periods ended September 30, 2014 and 2013, and have issued our report dated October 29, 2014. 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, 2014, June 30, 2014, and September 30, 2014, are incorporated by reference in this Registration Statement.

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 the Registration Statement 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 18, 2014

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-8 of our reports relating to the financial statements and financial statement schedules of The Allstate Corporation and the effectiveness of The Allstate Corporation's internal control over financial reporting dated February 20, 2014, appearing in the Annual Report on Form 10-K of The Allstate Corporation for the year ended December 31, 2013.

/s/ Deloitte & Touche LLP

Chicago, Illinois
November 18, 2014
