

**EXHIBIT H**

**Agent Servicing Agreement**

**AGENT SERVICING AGREEMENT  
BETWEEN  
LINCOLN BENEFIT LIFE COMPANY  
AND ALLSTATE LIFE INSURANCE COMPANY**

This Agent Servicing Agreement, made this [●] day of [●], 2013 (this "Agreement"), by and between Lincoln Benefit Life Company ("Company") a Nebraska domiciled stock life insurance company, and Allstate Life Insurance Company ("Distributor"), an Illinois domiciled stock life insurance company. Collectively, Company and Distributor are referenced herein as the "Parties" and singularly as a "Party" where appropriate.

**WHEREAS**, Distributor owns 100% of the issued and outstanding capital stock of Company;

**WHEREAS**, Distributor, Resolution Life Holdings, Inc., a Delaware corporation (the "Buyer"), and solely for purposes of Section 5.25 and Article X thereof, Resolution Life L.P., a Bermuda limited partnership, have entered into a Stock Purchase Agreement dated as of July 17, 2013 (the "Stock Purchase Agreement"), pursuant to which Distributor proposes to sell, and the Buyer proposes to purchase, 100% of the issued and outstanding capital stock of Company;

**WHEREAS**, the Stock Purchase Agreement provides, among other things, for Company and Distributor to enter into this Agreement;

**WHEREAS**, Company is authorized to do business in all states, territories, and the District of Columbia, other than New York, and has issued certain policies defined in the Stock Purchase Agreement as the "Company Business";

**WHEREAS**, Distributor, through the Exclusive Producers (as defined in the Stock Purchase Agreement), is engaged in the sale of insurance products and is licensed or excluded or exempted from licensing requirements in all states except New York;

**WHEREAS**, the Exclusive Producers previously sold and currently service certain of the policies included in the Company Business (any such policy issued by the Company through an Exclusive Producer that is not reinsured by the Distributor pursuant to one or more reinsurance agreements between Distributor or one or more of its Affiliates, as reinsurer, and the Company, and any conversions thereof, collectively the "Company Policies");

**WHEREAS**, following Closing, Exclusive Producers may sell Post-Underwriting Period Conversion Policies (as defined in the Administrative Services Agreement) which will be issued by the Company, reinsured by Distributor pursuant to the Amended and Restated Reinsurance Agreement and administered by the Company (such Post-Underwriting Period

Conversion Policies, together with the Company Policies, singularly a "Policy" and collectively, the "Policies", and such Exclusive Producers that sold, sell or service the Policies, the "Agents"; and

**WHEREAS**, Company and Distributor wish to enter into this Agreement to provide for Distributor to provide appointment and commission payment services in respect of such Policies, and for Company to provide to Distributor certain information and data feeds in respect thereof.

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

**1. DEFINITIONS**

Any capitalized terms used but not defined herein shall have the meaning set forth in the Stock Purchase Agreement.

**2. APPOINTMENT AND AUTHORIZATION**

Company hereby authorizes Distributor to provide the Agent appointment and commission distribution and other services described herein, and Distributor hereby accepts such appointment and authorization. Distributor shall provide such services at a level no lower than the service standards applied by Distributor in the management of relationships with other producers that market, sell or administer life insurance business for Distributor's own account.

**3. LICENSING**

Each Party represents to the other Party that it is, and at all times when performing its functions and fulfilling its obligations under this Agreement each Party shall be, duly licensed to perform the services and actions contemplated herein in each jurisdiction in which such licensing is required.

**4. APPOINTMENT OF AGENTS**

(a) Distributor shall (i) subject to Section 7(b), on behalf of Company, maintain the appointment of each of the Agents in respect of each of the Policies, and (ii) continue to manage relationships with the Agents in respect of such Policies in accordance with Distributor's or its Affiliates' contractual arrangements with such Agents and Applicable Law, provided, that Distributor shall not have any authority to bind the Company to make any payment without the Company's express written consent. To the extent of Company's right to the reassignment or appointment of Agents, Distributor is hereby authorized, on behalf of Company, to reassign existing or appoint new Agents to the Policies, provided, that Company shall have the right to object in writing to the

reassignment or appointment of an Agent if Company reasonably believes such reassignment or appointment is likely to adversely affect the business, financial condition or reputation of Company or any of its Affiliates or result in a violation of Applicable Law, and in the event of such objection Distributor shall not make such reassignment or appointment. Company shall pay, or reimburse Distributor for, all state insurance appointment fees imposed by Applicable Law and incurred by the Company in maintaining such appointments of the Agents. Distributor shall not appoint an Agent on behalf of the Company unless such Agent is duly licensed as an insurance agent in the state(s) in which such Agent is proposed to engage in services incident to the sale and servicing of the Policies. Distributor shall ensure that the Agents comply with state insurance agent licensing laws in such applicable states.

(b) Distributor shall follow state mass appointment processes for Agents in states where immediate appointments are not available.

(c) Company agrees to use any Agent appointment information provided by Distributor solely in connection with the appointment of Agents and the servicing of the Policies, and in accordance with Sections 14 and 15 hereof.

## **5. ACCOUNTING; REPORTS AND INFORMATION; AUDIT RIGHTS**

(a) Each of the Parties shall keep true and accurate books and records with respect to the subject matter of this Agreement in accordance with Applicable Laws and regulations and GAAP.

(b) Company shall furnish such data, reports and other information and perform such automated and manual procedures as may be reasonably requested from time to time by Distributor in order to track and verify the proper payment of sums due and payable to Distributor hereunder. The Parties shall promptly furnish each other any reports or information that the other Party may reasonably request consistent with industry practice (a) to reflect transactions effected under the Policies and proper payment of sums due and payable to Distributor and Agents in respect thereof and (b) for the purpose of meeting its ordinary course financial and regulatory reporting and recordkeeping requirements in respect thereof. All reports and information will be provided in such electronic and/or manual format as may be reasonably agreed upon by the Parties and shall include, without limitation, the journal entry, reports, interfaces and information more particularly described in Schedule B, including (i) daily commissionable events with respect to the Policies, (ii) a daily feed containing Policy information and transactions to the extent such information and transactions involve or relate to the Agents, including such information as necessary for Distributor to update the Distributor's Agency website to reflect such information, transactions and commissionable events, and (iii) such other information related to the Policies as is reasonably necessary to enable Distributor to provide Agents with the information

necessary to service customers of Distributor who own Policies ("Distributor's Customers").<sup>1</sup>

(c) Each Party shall have the right, upon reasonable prior written notice and at its own expense, to conduct reasonable periodic inspections, during normal business hours, of all books and records under the control of the other Party relating to the Policies, provided that such access shall not unreasonably interfere with the conduct of the business of such other Party. Each Party may request access on an expedited basis if expedited access is needed for such Party to perform its obligations under this Agreement, conduct its day-to-day business or to satisfy its obligations to maintain books and records under Applicable Law. Each Party shall permit the other Party, during normal business hours and upon reasonable advance notice and at the auditing Party's own expense, to audit such Party's records to verify its compliance with its obligations under this Agreement.

(d) Company shall make available a Distributor-branded standardized website to permit Agents to make policy-level inquiries and with limited transaction capability, accessed via single sign-on from Distributor's website.

## 6. PREMIUM PAYMENTS

In the event that premiums, contributions or loan repayments in respect of the Policies are sent to or received by Distributor or any Agent, Distributor shall, and shall cause Agents to, promptly remit such premiums, considerations and loan repayments to Company.

## 7. COMMISSIONS

(a) Company shall pay Distributor as full compensation for the services being performed by Distributor and Agents hereunder with respect to the Policies pursuant to this Agreement the compensation more specifically set forth on Schedule A. Distributor represents and warrants to the Company that each commission rate set forth on Schedule A is the sum of (i) the average Agents' commission rates and bonuses and (ii) Distributor's distribution expenses payable by the Company in respect of each Policy form set forth therein as of June 30, 2013. All compensation due and payable hereunder shall be paid in the manner and in accordance with the time periods set forth on Schedule A. Schedule A may be amended from time to time upon the mutual consent of the Parties, which consent (other than with respect to the amount of such compensation in respect of Company Policies) shall not be unreasonably withheld, delayed or conditioned. The Parties shall also amend Schedule A to include the Post-Underwriting Period Conversion Policies concurrently with the development of the New Conversion Policy

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<sup>1</sup> Note: Identification of reports and frequency of delivery of periodic reports is subject to discussion between Buyer and Seller prior to Closing on the same basis as the contents of Schedule B.

Form (as contemplated by, and as such term is defined in, the Administrative Services Agreement).

(b) Compensation to the Agents for the Policies sold and serviced by the Agents will be governed by agreements between Distributor or one or more of its Affiliates, on the one hand, and Agents, on the other hand. Distributor shall make all such payments when due in accordance with the terms of such agreements. Distributor shall be responsible for collecting any refundable commissions from the Agents and shall pay any such refundable commissions to the Company.

(c) Distributor acknowledges and agrees that the compensation due and payable pursuant to this Section 7 constitutes the total compensation due and payable by Company on account of the services being provided by Distributor and the Agents pursuant hereto. Distributor represents and agrees that Company does not and shall not have any obligation to pay any compensation to Agents in respect of the Policies, and Distributor shall indemnify and hold harmless the Company for any amount so required to be paid by the Company.

(d) Company shall not have the right to offset any refundable commission against amounts otherwise payable by Company hereunder without the prior written approval of Distributor. Company agrees to notify Distributor within thirty (30) days after it receives notice of any premium refund or a commission charge back payable by an Agent.

## **8. TAX REPORTING RESPONSIBILITY**

Distributor shall be solely responsible for fulfilling all reporting obligations under applicable tax laws with respect to compensation paid to Agents and for any withholding of taxes from compensation paid to Agents, including, without limitation, FICA, FUTA, and federal, state and local income taxes.

## **9. RELATIONSHIP WITH AGENTS**

During the term of this Agreement, Company shall not, and shall cause each of its Affiliates not to, directly or indirectly solicit or endeavor to entice or induce any Agent who has placed, marketed, sold, administered or provided services with respect to the Policies to alter its relationship with Distributor.

## **10. EXPENSES**

Except as otherwise provided herein to the contrary, each Party shall be solely responsible for all expenses incurred by such Party in the performance of its obligations pursuant to this Agreement.

## 11. INDEMNIFICATION

(a) Distributor hereby agrees to indemnify, defend and hold harmless Company and its Affiliates and their respective officers, directors, stockholders, employees, representatives, successors and assigns (collectively, the "Company Indemnified Persons") from and against any and all Indemnifiable Losses incurred by the Company Indemnified Persons to the extent arising from (i) any breach by the Distributor of the covenants and agreements of Distributor contained in this Agreement (a "Distributor Breach") and (ii) any successful enforcement of this indemnity; provided that, Distributor shall have no obligation to indemnify any Company Indemnified Party to the extent such Indemnifiable Loss is related to (i) any act or omission resulting from the negligence or willful misconduct of the Company, or (ii) any Company Breach.

(b) Company hereby agrees to indemnify, defend and hold harmless Distributor and its Affiliates and their respective officers, directors, stockholders, employees, representatives, successors and assigns (collectively, the "Distributor Indemnified Persons") from and against any and all Indemnifiable Losses incurred by the Distributor Indemnified Persons to the extent arising from (i) any breach by Company of the covenants and agreements of Company contained in this Agreement (a "Company Breach"), and (ii) any successful enforcement of this indemnity; provided that, Company shall have no obligation to indemnify any Distributor Indemnified Party to the extent such Indemnifiable Loss is related to (i) any act or omission resulting from the negligence or willful misconduct of Distributor, or (ii) any Distributor Breach.

(c) Definitions. As used in this Agreement:

"Indemnitee" means any Person entitled to indemnification under this Agreement;

"Indemnitor" means any Person required to provide indemnification under this Agreement;

"Indemnifiable Losses" means any and all damages, losses, Liabilities, obligations, costs and expenses (including reasonable attorneys' fees and expenses); provided, that any Indemnity Payment (x) shall in no event include any amounts constituting punitive damages relating to the breach or alleged breach of this Agreement (except to the extent actually paid to a third party in connection with a Third Party Claim) and (y) shall be net of any amounts recovered by or recoverable by the Indemnitee for the Indemnifiable Losses for which such Indemnity Payment is made under any insurance policy, reinsurance agreement, warranty or indemnity or otherwise from any Person other than a Party hereto, and the Indemnitee shall promptly reimburse the Indemnitor for any such amount that is received by it from any such other Person with respect to an Indemnifiable Losses after any indemnification with respect thereto has actually been paid pursuant to this Agreement; and

**“Indemnity Payment”** means any amount of Indemnifiable Losses required to be paid pursuant to this Agreement.

**“Third Party Claim”** means any claim, action, suit, or proceeding made or brought by any Person that is not an Indemnitee.

(d) **Applicability of Stock Purchase Agreement.** The procedures set forth in Section 7.5 of the Stock Purchase Agreement shall apply to Indemnifiable Losses indemnified under this **Section 11**.

(e) **No Duplication.** To the extent that an Indemnitee has received payment in respect of an Indemnifiable Loss pursuant to the provisions of any other Transaction Agreement, such Indemnitee shall not be entitled to indemnification for such Indemnifiable Loss under this Agreement to the extent of such payment.

## **12. INDEPENDENT CONTRACTORS; NON-EXCLUSIVITY**

Distributor and Agents are independent contractors with respect to Company. This Agreement shall be nonexclusive and shall not bind or prevent either Party from entering into similar arrangements.

## **13. NOTIFICATION OF CUSTOMER COMPLAINTS, REGULATORY INQUIRIES, OR DISCIPLINARY PROCEEDINGS**

(a) Distributor shall notify Company promptly of any oral or written customer complaints, regulatory inquiries or disciplinary proceedings against Distributor or Agents relating to the Policies or any threatened or filed arbitration action or civil litigation arising out of the sale or servicing of the Policies. Company shall notify Distributor promptly of any oral or written customer complaints, regulatory inquiries, or disciplinary proceedings against Company relating to the Policies or any threatened or filed arbitration action or civil litigation arising out of the sale or servicing of the Policies.

(b) Distributor shall develop and maintain a log of complaints from Distributor’s Customers arising out of the Policies in a form and substance reasonably acceptable to Company. The log will record the date and substance of each written complaint and the date and resolution of each complaint. Distributor shall afford Company reasonable access upon reasonable advance notice during normal business hours to its log. In addition, Company shall maintain records of customer complaints to the extent required by Applicable Law and shall afford Distributor reasonable access upon reasonable advance notice during normal business hours to such records. The Parties shall cooperate fully with each other in coordinating the resolution of each such complaint.



(c) Distributor shall cooperate with Company in investigating and responding to any demand, or inquiry received from state insurance departments or other Governmental Entity, and in any proposed settlement or trial of any actions arising out of the services contemplated under this Agreement. Company shall cooperate with Distributor in investigating and responding to any demand, or inquiry received from state insurance departments or other Governmental Entity, and in any proposed settlement or trial of any actions arising out of the services contemplated under this Agreement. Without limiting the foregoing cooperation obligations of the Parties, Distributor shall supervise and control any such investigation, demand, inquiry, proposed settlement or trial relating to the Agents or their solicitation or servicing of the Policies, provided that Distributor shall not settle or compromise any such investigation, demand, inquiry, proposed settlement or trial in which Company is a named party unless (i) there is no finding or admission of any violation of Applicable Law or any violation of the rights of any Person by the Company or any of its Affiliates, (ii) the sole relief provided is monetary damages that are paid in full by the Distributor or its Affiliates and a full and complete release is provided to the Company and its Affiliates, and (iii) the settlement does not encumber any of the assets of the Company or its Affiliates or contain any restriction or condition that would materially adversely affect the Company or its Affiliates. Distributor's supervision and control of such investigation, demand, inquiry, proposed settlement or trial shall not constitute a waiver of any right to indemnification or payment that it or its Affiliates may have under the terms of this Agreement or any other Transaction Agreement.

(d) Notwithstanding the foregoing, Company, upon written notice to Distributor and at its own cost and expense, shall have the right at any time to supervise and exclusively control the defense and/or settlement of any such investigation, demand, inquiry, proposed settlement or trial relating to the Agents or their solicitation or servicing of the Policies that, if successful, would reasonably be expected to materially interfere with the business, financial condition or reputation of Company or any of its Affiliates; provided, however, Company shall not respond to any such investigation, demand, inquiry, proposed settlement or trial without taking into account in good faith any recommendation of Distributor provided to Company with respect to such matters and shall not unreasonably reject such recommendation, and shall not settle or compromise any such investigation, demand, inquiry, proposed settlement or trial without Distributor's prior written consent (which consent shall not be unreasonably withheld, delayed or conditioned). Company's supervision and control of such investigation, demand, inquiry, proposed settlement or trial shall not constitute a waiver of any right to indemnification or payment that it may have under the terms of this Agreement or any other Transaction Agreement.

(e) Any response by either of the Parties to any Distributor's Customer complaints related to the conduct of the Agents will be sent to the other Party for approval not less than five (5) business days prior to it being sent to Distributor's

Customer, except that if a more prompt response is required, the proposed response may be communicated by telephone, e-mail, facsimile, or in person; provided, however, that at the Distributor's election, any response to any Distributor's Customer complaint relating to the conduct of the Agents or their solicitation or servicing of the Policies shall be prepared by Distributor.

#### **14. CONFIDENTIALITY**

(a) During the term of this Agreement, each Party and its Affiliates may receive confidential information and other proprietary information of the other Party and its Affiliates in the course of its performance of its obligations and exercise of its rights hereunder ("Confidential Information"). As used herein, "Confidential Information" of Distributor and its Affiliates includes the names, addresses, telephone numbers, email addresses, social security numbers, account or policy information and other identity, financial and other private information or personally identifiable information of Distributor's Customers or any of Distributor's or its Affiliates' employees or Agents. Company acknowledges and agrees that Confidential Information of Distributor and its Affiliates is and shall remain the property of Distributor and its Affiliates. "Confidential Information" of Distributor and its Affiliates shall not include any information that: (i) was previously known by Company or any of its Affiliates from a source other than Distributor, Agents or an Affiliate of Distributor without obligations of confidentiality; (ii) was or is rightfully received by Company or any of its Affiliates from a third party (other than, in the case of information of a Distributor's Customer or one of Distributor's Affiliates, from Agents or such Distributor's Customer) without obligations of confidentiality to Distributor or any of its Affiliates or from publicly available sources without obligations of confidentiality to Distributor or any of its Affiliates; or (iii) was or is developed by means independent of information obtained from Distributor or any of its Affiliates.

(b) Except as otherwise provided herein, all Confidential Information relating to a Party shall be held in confidence by the other Party to the same extent and in at least the same manner as such Party protects its own confidential or proprietary information, but in no case to a lesser extent than reasonable care under the circumstances requires. Except as otherwise provided herein, no Confidential Information shall be used by any Party hereto or disclosed by any Party to any third party for any purpose other than (i) to carry out the transactions contemplated under this Agreement or the other Transaction Agreements, or (ii) in connection with the servicing and administration of the Company Business; provided that either Party may provide Confidential Information to any regulator as provided in clause (c). Subject to the foregoing, no Party shall disclose, publish, release, transfer or otherwise make available Confidential Information of any other Party in any form to, or for the use or benefit of, any person or entity without the other Party's consent. Each Party shall, however, be permitted to disclose relevant aspects of the other Parties' Confidential Information to its officers, directors, employees,

agents and representatives to the extent that such disclosure is reasonably necessary for the foregoing purposes; provided, however, that such Party shall take all reasonable measures to ensure that Confidential Information of the other Party is not disclosed or duplicated in contravention of the provisions of this Agreement by such officers, directors, employees, agents and representatives. A Party may share Confidential Information of the other Party or its Affiliates with a third party that is performing services for the Party sharing such Confidential Information only if the Party sharing such Confidential Information has in place a written agreement with such third party that includes a confidentiality provision prohibiting disclosure or use of Confidential Information other than to carry on the purposes for which the information was provided.

(c) The confidentiality obligations of this Section shall not restrict disclosure by any Party to (i) any regulatory authority having jurisdiction over such Party, pursuant to any applicable state or federal laws, as part of any regulatory inspection, review or audit in the ordinary course, (ii) any regulatory authority having jurisdiction over such Party, pursuant to any applicable state or federal laws, other than as part of a regulatory inspection, review or audit in the ordinary course, (iii) by order of any court or Governmental Entity (provided that the disclosing party shall give prompt notice to the non-disclosing Party of such order) and (iv) shall not apply with respect to Confidential Information which (1) is developed by the other Party independently of the Confidential Information of the disclosing party without violating the disclosing Party's proprietary rights, (2) is or becomes publicly known (other than through unauthorized disclosure), (3) is disclosed by the owner of such information to a third party free of any obligation of confidentiality, (4) is already known by such Party from a source other than the disclosing Party without an obligation of confidentiality to the disclosing Party, or (5) is rightfully received by a party from a source other than the disclosing Party without an obligation of confidentiality to the disclosing Party or from publicly available sources without an obligation of confidentiality to the disclosing party. If a Party is requested or compelled to disclose Confidential Information of the other Party or its Affiliates as provided in clauses (i), (ii) or (iii) above, the disclosing Party shall, to the extent reasonably feasible under the circumstances, promptly notify in writing the party whose Confidential Information or whose Affiliate's Confidential Information is to be disclosed to enable such Party or the affected Affiliate to seek to prevent or limit such disclosure as it deems appropriate; provided, however, that nothing contained herein shall require such notification if the disclosing Party is required by law or requested by a Governmental Entity to maintain the confidentiality of an ongoing investigation or prevent the disclosing party from disclosing such Confidential Information if as and when counsel for the disclosing Party advises the disclosing Party that it is required to do so.

## **15. PRIVACY**

(a) As used herein, "Nonpublic Personal Information" shall include all information about customers and potential customers subject to the protections of Title V of the Gramm-Leach-Bliley Act or any other federal or state laws or regulations relating to or protecting the privacy of customers and/or consumers, including Regulation S-P of the Exchange Act any comparable state insurance laws. (the "Privacy Laws").

(b) Each Party hereto shall comply with applicable Privacy Laws with respect to the Policies. Each Party shall maintain appropriate policies and procedures relating to administrative, technical, and physical safeguards (i) to ensure the confidentiality of Nonpublic Personal Information; (ii) to protect against any anticipated threats or hazards to the security or integrity of Nonpublic Personal Information; and (iii) to protect against unauthorized access to or use of Nonpublic Personal Information.

(c) Except as otherwise provided herein, no Nonpublic Personal Information shall be used by any Party hereto or disclosed by any Party to any third party for any purpose other than to carry out the transactions contemplated under this Agreement, the Stock Purchase Agreement or the other Transaction Documents or as otherwise required or permitted under the Privacy Laws.

(d) Each Party hereto shall inform the other of any violation of this Section 15 by such individual or entity, and the other Party hereto shall be entitled to take, or require such party to take, any reasonable measures to mitigate any harm, whether potential or actual, to customers or consumers resulting from any violation of this Section.

## **16. TERM; TERMINATION**

(a) This Agreement shall commence on the date hereof and continue until all obligations of the Parties hereunder are satisfied in full, unless this Agreement is earlier terminated under this Section 16.

(b) This Agreement shall immediately terminate with respect to Company Policies issued after the termination date of this Agreement at the option of Company, upon written notice to Distributor, upon the occurrence of any of the following events:

- (1) A voluntary or involuntary proceeding is commenced in any jurisdiction by or against Distributor for the purpose of conserving, rehabilitating or liquidating Distributor, and such proceeding shall continue undissmissed for sixty (60) days; or

- (2) There is a material and continuing breach by Distributor of this Agreement and such breach is not cured within twenty (20) Business Days following receipt by Distributor of written notice of such breach from Company; provided, however, if such material breach is not curable within such twenty (20) Business Day period, Company may not terminate this Agreement if Distributor has, within such twenty (20) Business Day period, provided Company with a detailed, written description of Distributor's good faith plan to cure such material and continuing breach; provided, further, if such material and continuing breach is not cured within forty-five (45) days following Distributor's delivery to Company of such plan, Company may terminate this Agreement.

In the event of any such termination, Company may elect to pay directly to the applicable Agents the Agent commission and bonus payments payable hereunder in respect of the Company Policies issued prior to such termination. Distributor shall reasonably cooperate with Company to enable Company to enter into a contractual relationship with the applicable Agents with respect to the direct payment of such amounts by Company to such Agents. In no event shall Company be liable for any duplicate commission or bonus payment to Distributor and any Agent.

(c) This Agreement may be terminated at any time upon the mutual written consent of the Parties hereto, which writing shall state the effective date of termination.

(d) The provisions of this Agreement shall survive the expiration or termination of this Agreement until each of the Parties' respective obligations with respect to the policies covered hereunder are satisfied in full.

## 17. GENERAL PROVISIONS

(a) Schedules and Exhibits. The Schedules and Exhibits to this Agreement that are specifically referred to herein are a part of this Agreement as if fully set forth herein.

(b) Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be delivered personally or by overnight courier (providing proof of delivery) to the Parties at the following addresses (or at such other address for a Party as shall be specified by like notice):

- (i) if to Company:

Lincoln Benefit Life Insurance Company

[TBD]

Attention:

with copies (which shall not constitute notice) to:

Debevoise & Plimpton LLP

919 Third Avenue

New York, New York 10022

Attention: Nicholas F. Potter

David Grosgold

(ii) if to Distributor:

Allstate Life Insurance Company

[TBD]

Attention:

with copies (which shall not constitute notice) to:

Willkie Farr & Gallagher LLP

787 Seventh Avenue

New York, New York 10019

Attention: John M. Schwolsky

Alexander M. Dye

Notice given by personal delivery or overnight courier shall be effective upon actual receipt.

(c) Interpretation. When a reference is made in this Agreement to a Section, Exhibit or Schedule, such reference shall be to a Section of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated. All references herein to any agreement, instrument, statute, rule or regulation are to the agreement, instrument, statute, rule or regulation as amended, modified, supplemented or replaced from time to time (and, in the case of statutes, includes any rules and regulations promulgated under said statutes) and to any section of any statute, rule or regulation including any successor to said section. The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." Whenever the singular is used herein, the same shall include the plural, and whenever the plural is used herein, the same shall include the singular, where appropriate. Whenever the word "Dollars" or the "\$" sign appear in this Agreement, they shall be construed to

mean United States Dollars, and all transactions under this Agreement shall be in United States Dollars. This Agreement has been fully negotiated by the Parties hereto and shall not be construed against either Party by virtue of the fact that such Party was the drafting Party.

(d) Entire Agreement; Third Party Beneficiaries. This Agreement (including all exhibits and schedules hereto) and the other Transaction Agreements constitute the entire agreement, and supersede all prior agreements, understandings, representations and warranties, both written and oral, among the Parties with respect to the subject matter of this Agreement. Except as set forth in Section 11 with respect to the Distributor Indemnified Persons and the Company Indemnified Persons, this Agreement is not intended to confer upon any Person other than the parties hereto and their successors and permitted assigns any rights or remedies.

(e) Governing Law. This Agreement and any dispute arising hereunder shall be governed by, and construed in accordance with, the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

(f) Assignment; Subcontracting.

(i) Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise (other than by operation of law in a merger), by either Party without the prior written consent of the other party, and any such assignment that is not consented to shall be null and void. An assignee of either Party, if authorized hereunder, shall have all of the rights and obligations of the assigning Party set forth in this Agreement.

(ii) The Distributor may subcontract for the performance of any of the services to be performed by the Distributor hereunder to: (a) an Affiliate of the Distributor or (b) any other Person with the prior written consent of the Company, such consent not to be unreasonably withheld, conditioned or delayed (each such subcontracting party, a "Subcontractor"), provided that no such subcontracting shall relieve the Distributor from any of its obligations or liabilities hereunder, and the Distributor shall remain responsible for all obligations or liabilities of such Subcontractor with respect to the providing of such service or services as if provided by the Distributor.

(g) Jurisdiction; Enforcement.

(i) Each of the Parties hereto hereby irrevocably and unconditionally submits to the exclusive jurisdiction of any court of the United States or any state court,

which in either case is located in the City and County of New York (each, a “New York Court”) for purposes of enforcing this Agreement or determining any claim arising from or related to the transactions contemplated by this Agreement. In any such action, suit or other proceeding, each of the Parties hereto irrevocably and unconditionally waives and agrees not to assert by way of motion, as a defense or otherwise any claim that it is not subject to the jurisdiction of any such New York Court, that such action, suit or other proceeding is not subject to the jurisdiction of any such New York Court, that such action, suit or other proceeding is brought in an inconvenient forum or that the venue of such action, suit or other proceeding is improper; provided, that nothing set forth in this sentence shall prohibit any of the Parties hereto from removing any matter from one New York Court to another New York Court. Each of the Parties hereto also agrees that any final and unappealable judgment against a Party hereto in connection with any action, suit or other proceeding will be conclusive and binding on such Party and that such award or judgment may be enforced in any court of competent jurisdiction, either within or outside of the United States. A certified or exemplified copy of such award or judgment will be conclusive evidence of the fact and amount of such award or judgment. Any process or other paper to be served in connection with any action or proceeding under this Agreement shall, if delivered or sent in accordance with Section 17(b), constitute good, proper and sufficient service thereof.

(ii) EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OR ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (III) IT MAKES SUCH WAIVER VOLUNTARILY AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 17(g).

(h) Severability; Amendment; Modification; Waiver.

(i) Whenever possible, each provision or portion of any provision of this Agreement will be interpreted in such manner as to be effective and valid under Applicable Law, but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any Applicable Law in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or portion of any provision in such jurisdiction, and this Agreement will be



reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

(ii) This Agreement may be amended or a provision hereof waived only by a written instrument signed by each of Distributor and Company.

(iii) No delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any Party of any right, power or privilege, nor any single or partial exercise of any such right, power or privilege, preclude any further exercise thereof or the exercise of any other such right, power or privilege.

(i) Counterparts. This Agreement may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Party. Each Party may deliver its signed counterpart of this Agreement to the other parties by means of electronic mail or any other electronic medium utilizing image scan technology, and such delivery will have the same legal effect as hand delivery of an originally executed counterpart.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, Company and Distributor have caused this Agreement to be signed by their respective duly authorized officers, all as of the date first written above.

LINCOLN BENEFIT LIFE COMPANY

By: \_\_\_\_\_  
Name:  
Title:

ALLSTATE LIFE INSURANCE COMPANY

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title: