

EXHIBIT F

TSA

TRANSITION SERVICES AGREEMENT

BY

and

BETWEEN

ALLSTATE LIFE INSURANCE COMPANY

and

RESOLUTION LIFE HOLDINGS, INC.

DATED AS OF _____, 2013

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TRANSITION SERVICES AGREEMENT

This Transition Services Agreement (this "Agreement" or "TSA"), dated as of the Closing Date, 2013, is by and between Allstate Life Insurance Company, an insurance company organized under the laws of the State of Illinois ("Seller"), and Resolution Life Holdings, Inc., a corporation organized under the laws of the State of Delaware ("Buyer"). Seller and Buyer shall each be referred to as a "Party" in this Agreement and, collectively, as the "Parties."

WHEREAS, Seller, Buyer and, solely for purposes of Section 5.25 and Article X thereof, Resolution Life L.P., a Bermuda limited partnership and the sole owner of Buyer, have entered into a Stock Purchase Agreement, dated as of July 17, 2013 (the "SPA"), whereby Buyer has acquired from Seller the ownership and control of Lincoln Benefit Life Company, an insurance company organized under the laws of the State of Nebraska;

WHEREAS, in connection with the SPA, Seller and its Affiliates desire to provide certain transition services to Buyer and certain of its Affiliates on the terms set forth herein; and

NOW THEREFORE, in consideration of the premises, and of the representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I CERTAIN DEFINITIONS

1.1 SPA Definitions. All defined terms used, but not defined, in this Agreement shall have the meanings given such terms in the SPA.

1.2 Other Definitions. For purposes of this Agreement, the following terms shall have the respective meanings set forth below:

"Additional Service" has the meaning set forth in Section 2.1.5.

"Appraisal Fees" has the meaning set forth in Schedule 1(a).

"Base Fee" has the meaning set forth in Schedule 1(a).

"Business" means, collectively, the Recaptured Business and all of the other life insurance business, other than the Specified Life Business and the Vermont Captive Business, written by the Company through Independent Producers that is reinsured to third parties, as more particularly identified in Section 1.1(b) of the Seller Disclosure Schedule of the SPA.

"Buyer Indemnified Person" has the meaning set forth in Section 5.1.

"Confidential Information" has the meaning set forth in Section 8.1.

“Cost of Service” means the estimated actual internal costs, fees and expenses, and subcontracting costs under subcontracting relationships existing immediately prior to the Closing Date, incurred by Seller and/or Providing Party in performing the Scheduled Services and Migration services, which includes costs such as stay bonuses and incremental severance payments to employees involved in performing such Scheduled Services and Migration services, but shall not include any incremental costs, fees or expenses paid for subcontracting pursuant to Section 2.7.

“Customer Information” has the meaning set forth in Section 9.2.

“Customers” has the meaning set forth in Section 9.2.

“Designated Recipient” has the meaning set forth in Section 2.1.1(b).

“Dispute” has the meaning set forth in Section 2.5.

“Fees” has the meaning set forth in Section 4.1.1.

“Force Majeure Event” has the meaning set forth in ARTICLE VI.

“Guest User” has the meaning set forth in ARTICLE IX.

“Host” has the meaning set forth in ARTICLE IX.

“Indemnitee” means any Person entitled to indemnification under this Agreement.

“Indemnitor” means any Person required to provide indemnification under this Agreement.

“Migration” means activities reasonably required to complete the migration of business records and data used in the Business prior to the Closing Date or generated during the term of this Agreement prior to the completion of migration, including those activities set forth in Schedule 1(b), to and into the environment or system specified by Buyer and its Affiliates or, as applicable, a Designated Recipient.

“Out of Pocket Costs” has the meaning set forth in Section 4.1.2.

“Policy” means the policies and contracts of the types listed in the Actuarial Reports prepared by Milliman.

“Providing Party” means Seller or any Person designated by Seller in accordance with the terms of this Agreement to provide Scheduled Services.

“Receiving Party” means Buyer or Designated Recipient.

“Sales and Service Taxes” has the meaning set forth in Section 4.1.3.

“Scheduled Services” has the meaning set forth in Section 2.1.1(b).

“Seller Indemnified Person” has the meaning set forth in Section 5.2.

“Separation” means activities reasonably required to complete the segregation and extraction necessary to separate the business records and data used by the businesses transferred to Buyer pursuant to the SPA from the environment and systems of Seller and its Affiliates.

“Service Fees” means, collectively, the Fees and Out of Pocket Costs.

“Service Providers” has the meaning set forth in Section 2.1.1.

“Service Term” has the meaning set forth in Section 2.1.1(b).

“Significant Service Shortfall” has the meaning set forth in Section 2.2.1.

“Signing Date” has the meaning set forth in Section 2.1.5.

“Systems” has the meaning set forth in ARTICLE IX.

“Term” has the meaning set forth in Section 3.1.

“Termination Date” has the meaning set forth in Section 3.2.2.

“Third Party Claim” means any claim, action, suit, or proceeding made or brought by any Person that is not a party to this Agreement;

“Transition Manager” has the meaning set forth in Section 2.9.

“TSA Material Contract” means a contract: (i) to which Seller or its Affiliates are a named party; (ii) whose nominal value is at least \$300,000 USD; and (iii) which is required for Seller to fulfill its obligations under this Agreement.

“Unauthorized Access” has the meaning set forth in Section 8.2.

“VAT” has the meaning set forth in Section 4.1.3(a).

ARTICLE II SCHEDULED SERVICES

2.1 Scheduled Services.

2.1.1 Services.

(a) Seller, directly or through its Affiliates, and their respective employees, agents or subcontractors permitted in accordance with Section 2.7 herein (**“Service Providers”**), shall provide or cause to be provided to Buyer and certain of its Affiliates all services set forth on Schedules 1(a)-(f) from and after the date of this Agreement for the duration set forth in Schedules 1(a)-(f). Buyer shall pay, or cause to be paid, the Service Fees as set forth in Section 4.1 to Seller for providing the services set forth on Schedules 1(a)-(f), or causing such services to be provided.

(b) The services set forth on Schedules 1(a)-(f) are hereinafter referred to as the “Scheduled Services”, and the duration for which each Scheduled Service is to be provided as set forth in Schedules 1(a)-(f) is referred to as the “Service Term”. Schedules 1(a)-(f) set forth, for each Scheduled Service, the Providing Party and the Receiving Party and, where appropriate, the Affiliate or permitted third party designated in writing by the Receiving Party to receive such Service (the “Designated Recipient”). The Receiving Party, in its sole discretion, may change any Affiliate or third party designated as the Designated Recipient for a Scheduled Service from the Person currently so designated in Schedules 1(a)-(f), provided that any additional cost to the Providing Party caused by or arising from such change shall be borne by the Receiving Party.

2.1.2 Direction of Employees. The Providing Party shall be solely responsible for all salary, employment, payroll and other benefits of and liabilities owed to, and compliance with immigration and visa laws and requirements in respect of, its personnel assigned to perform the Scheduled Services. In performing their respective duties hereunder, all personnel engaged in providing Scheduled Services shall be under the direction, control and supervision of the Providing Party; and the Providing Party shall have the sole right to exercise all authority with respect to the employment (including termination of employment), assignment and compensation of such personnel. The employees of the Providing Party engaged in providing Scheduled Services to the Receiving Party shall not, by virtue thereof, become employees of the Receiving Party.

2.1.3 Cooperation. Seller shall and shall cause each Providing Party to, and Buyer shall and shall cause each Receiving Party to, use its reasonable best efforts to: (a) cooperate with the other Party with respect to the provision or receipt of such Scheduled Service and (b) enable the Providing Party to provide and the Receiving Party or Designated Recipient to receive such Scheduled Service in accordance with this Agreement. The failure of a Party to comply with this provision with respect to a Scheduled Service in a way that materially prevents or materially hinders the other Party from providing or receiving such Scheduled Service at all or in accordance with the service standard in Section 2.2.1 shall result in the following: (i) with respect to payment of Fees under Section 4.1.1(a)(i)-(iii), (x) if such non-cooperation by Seller or a Providing Party occurs during the first twelve (12) month period of this Agreement, the Appraisal Fees, as set forth in Section 4.1.1(a)(i), for the Schedule 1(a)(i), (a)(ii), or (c)-(f) on which such Scheduled Service appears shall be extended by the period of such non-cooperation, and (y) if such non-cooperation by Seller or a Providing Party occurs during the six (6) months thereafter (including as extended by Section 2.1.3(i)(x)), the fees set forth in Section 4.1.1(a)(ii) shall be extended by the period of such non-cooperation provided that notwithstanding Sections 2.1.3(i)(x) and 2.1.3(i)(y), the fees set forth in Section 4.1.1(a)(iv) shall apply after the end of the twenty-fourth (24th) calendar month from the date hereof; or (ii) if the Buyer or a Receiving Party is failing to cooperate, Buyer shall pay Seller for any incremental fees, costs or expenses arising from such non-cooperation. A Party must provide notice to the other Party if it believes such other Party is failing to cooperate. Upon receipt of such notice, such Party shall have thirty (30) days to cure such failure to cooperate. Notwithstanding the foregoing, a failure to cooperate on the part of such Party shall not excuse performance of the respective Scheduled Service. Such cooperation shall include assisting Buyer in benchmarking the costs to be paid by the Receiving Party in the administrative services agreement to be entered into between third

party administrators and the Receiving Party; provided that Seller shall not be obligated to breach any existing obligation to a third party administrator.

2.1.4 Permits. Seller represents and covenants that, as of the date hereof, it and any of its Affiliates through which Seller intends to provide a Scheduled Service has all material Permits necessary to provide the Scheduled Services. Seller shall be responsible for keeping in force all Permits necessary to provide the Scheduled Services, with any associated costs borne by Seller and Buyer equally. Notwithstanding anything in this Agreement to the contrary, Seller shall not be obligated to provide any Scheduled Service if the provision of such Scheduled Service would violate any Applicable Law or rules of professional ethics. If Seller is prevented from providing, or causing to be provided, any Scheduled Service because providing such Scheduled Service or causing it to be provided would violate any Applicable Law or rules of professional ethics, Seller shall (i) notify Buyer of such prevention as soon as practicable, and (ii) provide or cause to be provided alternative equivalent services, and Seller and Buyer shall pay equally any additional costs, fees and expenses associated with such alternative services. Except with respect to such alternative services provided during the first twelve (12) months in which Scheduled Services are provided pursuant to this Agreement, if costs in connection with the provision of alternative equivalent services are reduced, the fees charged to Buyer will be reduced commensurately. If Seller changes the manner in which it provides the Scheduled Services such that it or its Affiliates must obtain any additional Permits necessary to provide the Scheduled Services for which it is responsible, other than in response to a change in Applicable Law, Seller shall be responsible for obtaining such necessary Permits, at Seller's cost.

2.1.5 Omitted Services. If at any time after the Closing Date, Buyer becomes aware of any service that is not a Scheduled Service (i) that had been provided by a Service Provider, in whole or in part, to the Business in the period of time during the twelve (12) months prior to the execution of the SPA (the "Signing Date"), (unless such service was terminated in the normal course of business prior to the Closing Date) and (ii) that is (A) reasonably necessary to conduct the Business or (B) reasonably necessary for Buyer to satisfy its obligations under the SPA, the Administrative Services Agreement or any of the other Transaction Agreements (each, an "Omitted Service"), then Buyer shall provide written notice thereof to Seller's Transition Manager: (w) within 100 days after the date hereof, or (x) for an Omitted Service that has historically been provided on a quarterly basis, promptly after discovering the need for such Omitted Service and in no event later than thirty (30) days from the end of the first full quarterly period after the date hereof to which such Omitted Service is related, or (y) for an Omitted Service that has historically been provided on an annual basis, promptly after discovering the need for such Omitted Service and in no event later than ninety (90) days from the end of the first relevant annual period after the date hereof to which such Omitted Service is related. If such notice is provided, (a) Seller shall cause the Omitted Service to begin to be provided to Buyer and/or its Affiliates within a commercially reasonable period of time under the circumstances after receipt of such notice, (b) such Omitted Service shall be deemed to be a Scheduled Service, (c) Schedules 1(a)-(f) shall be deemed amended to include such Omitted Service, and (d) such Omitted Service shall be provided in accordance with the terms and conditions of this Agreement. With respect to an Omitted Service qualifying under Section 2.1.5(i) that becomes a Scheduled Service included in Schedules 1(a)-(f), Buyer shall pay an amount commensurate with the Service Fees set forth in Schedules 1(a)-(f) for similar Scheduled Services, to the extent such similar Scheduled Services exist, and Schedules 1(a)-(f) shall be

amended accordingly to include such amount. For an Omitted Service qualifying under Section 2.1.5(ii) that becomes a Scheduled Service included in Schedules 1(a)-(f), or an Omitted Service for which there is no similar Scheduled Service in Schedules 1(a)-(f), Seller shall determine in good faith the amounts payable by Buyer based on the Service Fees set forth in Schedules 1(a)-(f) and provide notice of such amounts to Buyer; provided, that upon such notice, Buyer shall in its sole discretion have the right to accept or reject the provision of such service. In the event that the Receiving Party requests that the Providing Party provide additional services that are not Omitted Services (“Additional Services”), the Providing Party shall consider such request in good faith and if it decides it is willing to provide or to cause one of its Affiliates to provide such Additional Services, in the Providing Party’s reasonable discretion, the Parties shall negotiate in good faith to agree on the terms upon which the Providing Party would provide such Additional Services and the amounts payable by Buyer for such Additional Services. In the event that the Providing Party agrees to provide any such Additional Service, the Parties will enter into an amendment to this Agreement amending Schedules 1(a)-(f) to reflect such Additional Service, and such Additional Service shall be deemed to be part of this Agreement and the Scheduled Services from and after the date of such amendment. The foregoing obligations of Seller with respect to an Omitted Service or an Additional Service shall not apply with respect to any services that are excluded services set forth in Schedule 1(h) hereto.

2.1.6 Finance and Actuarial Corporate Support. In the performance of the Scheduled Services listed in Schedule 1(c)(ii), at the Receiving Party’s reasonable request, Providing Party shall provide compilations of data and information in a reporting format consistent with that used by Providing Party for its own business to enable the Receiving Party to direct the Business; provided that Providing Party shall have no obligation to provide reports that include any judgment, analysis, or data relating to or reflecting policy data not owned by the Receiving Party, or that reflect any other data or processes proprietary to the Providing Party. The Parties agree that the Providing Party will not have any responsibility for the direction of the Business.

2.2 Standard of Services.

2.2.1 General Standard. The Providing Party shall perform each Scheduled Service for which it is responsible or to cause such Scheduled Services to be performed for the Receiving Party or its Designated Recipient at a standard that is no lower than the service standards set forth on Schedule 1(g), and, if no standard for a Scheduled Service is set forth on Schedule 1(g), at a standard no lower than the standard to which such Scheduled Service was provided in the twelve (12) months immediately prior to the Signing Date. The target milestones and timelines relating to the Migration services in Schedule 1(b) shall be estimated in good faith and documented in the Migration plan, and such Migration services shall be provided in a workmanlike manner. The Receiving Party understands and agrees that the Providing Party is not in the business of providing transition services to third parties, and under no circumstances shall the Providing Party be held accountable to a higher standard of care than that set forth herein. The description of services in Schedules 1(a)-(f) shall not alter, amend or supplement the service standard set forth in this Section. If the Receiving Party provides the Providing Party with written notice of the occurrence of any Significant Service Shortfall (as defined below) in the Scheduled Services, the Providing Party shall rectify such Significant Service Shortfall promptly, provided that any Dispute as to whether a Significant Service Shortfall

occurred shall be resolved in accordance with Section 2.5 hereto, and the Providing Party shall take corrective action in good faith in connection with such alleged Significant Service Shortfall until such Dispute is resolved; provided further that the Providing Party's obligations under this Agreement shall be relieved to the extent, and for the duration of, any Force Majeure Event as set forth in ARTICLE VI; provided further, that any costs, fees and expenses associated and in connection with remedying such Significant Service Shortfall shall be borne by the Party responsible for causing such shortfall. For purposes of this Section 2.2.1, a "Significant Service Shortfall" shall occur if a service level standard set forth in Schedule 1(g) is not met for two (2) consecutive months.

2.2.2 Disaster Recovery Program. For the duration of the Term, the Providing Party shall, and shall cause its relevant Affiliates to, maintain backup, business continuation and disaster recovery plans consistent with past practices as they existed during the twelve (12) months immediately preceding the Signing Date.

2.3 Limitation on Services.

2.3.1 Buyer acknowledges and agrees that Seller's obligation to cause Service Providers to provide the Scheduled Services to Buyer and/or its Affiliates under the standards of performance set forth in Section 2.2.1 of this Agreement or Schedule 1(g) shall be subject to and shall be limited to the extent to which Service Providers' ability to provide Scheduled Services to Buyer or its Affiliates is adversely affected by Buyer's failure to perform its obligations hereunder, under the SPA or any other Transaction Agreement, or its Affiliates' failure to perform hereunder, under the SPA or any other Transaction Agreement.

2.3.2 Seller shall have no obligation to cause any Scheduled Services to be provided to any Person other than Buyer, its Affiliates, Buyer's Designated Recipient or its Affiliates.

2.3.3 Seller shall cause to be provided the Scheduled Services in accordance herewith solely to allow Buyer and its Affiliates to conduct the Business in substantially the same manner as conducted during the twelve (12) months prior to the Signing Date (inclusive of any organic growth in volume and scope of such businesses). Except as otherwise mutually agreed by the Parties, Seller shall not be obligated to cause to be provided Scheduled Services to Buyer and its Affiliates in support of the businesses of Buyer and its Affiliates other than the Business.

2.3.4 Seller shall not be obligated to cause any Service Provider to provide any Scheduled Service (or portion thereof) to the extent performance of such Scheduled Service (or portion thereof) would require such Service Provider to violate or breach (i) any Applicable Law or any Order; (ii) the terms and conditions of a TSA Material Contract applicable to the administration of the Business, unless to not do so would not be in compliance with Applicable Law or any Order; (iii) subject to Seller's obligations under Section 2.9, any executed written agreement in effect as of the Closing Date between such Service Provider and a non-affiliated third party; (iv) such Service Provider's written policies and procedures generally applicable to its other businesses or customers, including any changes made thereto, to the extent such changes are made (A) after the Closing Date and (B)(I) to comply with Applicable Law or any Order, or (II) to respond to a new legal or regulatory issue or to respond to a reasonably plausible security

threat; or (v) the SPA or any other Transaction Agreement; provided that, for the avoidance of doubt, Seller shall continue to be obligated to cause Service Providers to provide such Scheduled Services (or portion thereof) to the extent that doing so would not result in any such violation or breach; provided further that to the extent that (i)-(v) herein apply Seller and Buyer shall negotiate in good faith and agree upon a course of action to provide alternative equivalent services with Seller and Buyer to share equally any costs, fees or expenses associated with such alternative equivalent services.

2.3.5 Subject to Section 2.3, Seller and Buyer reserve the right to suggest any changes to (i) the manner in which the Scheduled Services are provided or received, (ii) the location from which the Scheduled Services are provided or to which the Scheduled Services are received or (iii) the personnel involved in the provision or receipt of the Scheduled Services. The Parties shall negotiate such changes in good faith, with any incremental costs, fees or expenses borne by the Party suggesting such change. Notwithstanding the foregoing, Seller shall not make a change under this Section 2.3.5 that makes receipt of the Scheduled Services materially more expensive or the Separation process materially more difficult or complicated unless such change is also being implemented broadly across Seller's own business operations.

2.3.6 Except with respect to any Company Employee hired pursuant to the SPA, if Buyer desires to hire or employ any other employee of Seller who provides or supports any Scheduled Services prior to the date of discontinuation of all Scheduled Services hereunder for which such employee has any duties or obligations, the Parties shall discuss in good faith whether and to what extent the hiring or employment of such employee will reduce Seller's obligations hereunder with respect to such Scheduled Services; provided that, even if such employee of Seller is hired by Buyer and was the sole employee responsible for providing any Scheduled Service, Seller shall remain obligated to provide such Scheduled Services if such employee is hired or employed by Buyer or its Affiliates to perform a service that is not the same as the Scheduled Service for which such employee was solely responsible for providing. Notwithstanding the foregoing, Seller shall continue to provide any resources reasonably necessary for such a hired employee to perform his or her duties and obligations during the Term of this Agreement and any extensions thereof.

2.4 Variances. With respect to VUL Contracts administered pursuant to this Agreement, Seller shall cause to be provided to Buyer and/or its Affiliates (a) such daily reports as Seller and/or their Affiliates produced during the nine (9) months prior to the Closing Date (the "Pre-Closing Date Period") summarizing (i) the discrepancies arising in the execution and recording of investment transactions pursuant to the VUL Contracts, and (ii) during such portion of the Term in which Seller provides Scheduled Services, gains or losses to Buyer resulting from or arising out of the administration of the VUL Contracts (including, without limitation, delayed legal interest or claim interest from processing delays, unrecovered miscalculations of claim payment amounts, and other errors in processing claims resulting in gains or losses to Buyer) (collectively, the items summarized in (a)(i) and (a)(ii) are the "Variances"), and (b) such weekly and monthly reconciliation reports as Seller and/or their Affiliates produce as of the Closing Date. For such Variances, Seller shall, in accordance with their guidelines existing as of the Closing Date, reconcile and credit or debit the applicable Contractholder's account. For so long as Seller is providing the Scheduled Services during the Term, at the end of every six (6) month period during the Term (each, a "True-Up Period") and once immediately following the

discontinuation of all of the Scheduled Services (the "Final True-Up Period"), Seller shall aggregate the Monthly Net Variances over the months occurring during the applicable True-Up Period or Final True-Up Period (such aggregate being the "True-Up Sum"). If the True-Up Sum for a True-Up Period or the Final True-Up Period, as applicable, is negative, then Seller shall invoice Buyer for such True-Up Sum and Buyer shall remit payment in accordance with ARTICLE IV; provided, that such True Up Sum shall not exceed the "Variance Limit" (which shall be equal to the cumulative sum of Ten Thousand Dollars (\$10,000) per month times the number of months of such True-Up Period or Final True-Up Period). If the True-Up Sum for a True-Up Period or the Final True-Up Period, as applicable, is positive, then Seller shall remit such True-Up Sum to Buyer. The "Monthly Net Variance" shall be the aggregate amount during a given month credited to Contractholders' accounts or paid to Contractholders to correct Variances (negative amounts), less any amounts debited from Contractholders' accounts or recovered from Contractholders (including contractholders in connection with the correction of Variances (positive amounts)), and less any amounts retained by Seller in connection with a Variance and not required under Seller's Guidelines existing as of the Closing Date or Applicable Law, to be paid or credited to Contractholders to correct such Variance.

2.5 Dispute Resolution.

2.5.1 Amicable Resolution. The Parties mutually desire that friendly collaboration will continue between them during the Term. Accordingly, they will try to resolve in an amicable manner all disagreements and misunderstandings connected with their respective rights and obligations under this Agreement, including any amendments hereto. In furtherance thereof, in the event of any dispute or disagreement (a "Dispute") between the Parties in connection with this Agreement (including the standard of performance, delay of performance or non-performance of obligations, or payment or non-payment of Service Fees hereunder), then the Transition Managers shall attempt to resolve the Dispute amicably. If the Transition Managers are unable to resolve a Dispute in a timely manner, then either Transition Manager, by written request to the other, may request that such Dispute be referred for resolution to the president (or similar position) of the division implicated by the matter for Seller and Buyer, which presidents will have fifteen (15) days to resolve such Dispute. If the presidents of the relevant divisions for each Party do not agree to a resolution of such Dispute within fifteen (15) days after the reference of the matter to them, or if the Dispute is not otherwise resolved in a friendly manner as set forth in this Section 2.5.1, either Party involved in the Dispute may bring an action regarding such Dispute as set forth in Section 11.6. Notwithstanding anything to the contrary in this Section 2.5.1, any amendment to the terms of this Agreement may only be effected in accordance with Section 11.7.

2.5.2 Non-Exclusive Remedy. Nothing in this Section 2.5 will prevent either Party from immediately seeking injunctive or interim relief (i) in the event of any actual or threatened breach of any of the provisions of ARTICLE VIII, (ii) in the event that the Dispute relates to, or involves a claim of, actual or threatened infringement or violation of intellectual property or (iii) to the extent necessary for either Party to preserve any right. All such actions for injunctive or interim relief shall be brought in a court of competent jurisdiction in accordance with Section 11.6. Such remedy shall not be deemed to be the exclusive remedy for breach of this Agreement, and further remedies may be pursued in accordance with Section 2.5.1.

2.5.3 Commencement of Dispute Resolution Procedure. Notwithstanding anything to the contrary in this Agreement, each Party, but none of their respective Affiliates, is entitled to commence a dispute resolution procedure under this Agreement pursuant to this Section 2.5, and each Party will cause its respective Affiliates not to commence any dispute resolution procedure in connection with this Agreement other than through such Party as provided in this Section 2.5.3.

2.5.4 Compensation. With respect to any Scheduled Services provided as set forth in Schedules 1(a)-(f), during the pendency of any Dispute, the Receiving Party shall continue to make all payments due and owing under ARTICLE IV for such Scheduled Services and the Providing Party shall continue to provide all such Scheduled Services in accordance with the service standard set forth in Section 2.2.1; provided that either Party may recoup any payments or losses incurred during the pendency of a Dispute based on the resolution of such Dispute. The Parties will proceed in good faith with the Migration timeline identified in the Migration plan during pendency of any Dispute concerning any Scheduled Service set forth in Schedule 1(b).

2.6 No Agency. Each Party acknowledges that it has entered into this Agreement for independent business reasons. The relationship of the Parties hereunder is that of independent contractors and nothing contained herein shall be deemed to create a joint venture, partnership or any other relationship. Neither Party shall have any power or authority to negotiate or conclude any agreement, or to make any representation or to give any understanding on behalf of the other in any way whatsoever.

2.7 Subcontracting. The Providing Party may subcontract for the performance of any Scheduled Service to: (a) any Person if the service to be subcontracted is primarily a routine task or function; (b) an Affiliate of the Providing Party; (c) any reinsurer or its Affiliates; (d) an existing subcontractor that was providing such service to the Providing Party or the Receiving Party immediately before the Closing Date; (e) any subcontractor to which Seller or an Affiliate subcontracts the same or similar services for itself; and (f) any other Person with the prior written consent of the Receiving Party, such consent not to be unreasonably withheld, conditioned or delayed, provided that no such subcontracting shall relieve the Providing Party from any of its obligations or liabilities hereunder, and the Providing Party shall remain responsible for all obligations or liabilities of such subcontractor with respect to the provision of such service or services as if provided by the Providing Party. In the event that the Providing Party subcontracts for performance of any Scheduled Service under Section 2.7(a), (c) or (e), Seller shall pay any incremental fees to the subcontractor that are in excess of the Fees set forth for that Scheduled Service in Schedules 1(a)-(f); provided that if Seller subcontracts to any person under Sections 2.7(a)-(e) after the date hereof, to the extent that such subcontracting makes Separation more difficult or complicated, then Seller shall pay all incremental costs, fees and expenses relating to Separation caused by such subcontracting.

2.8 Consents. Notwithstanding any provision of this Agreement to the contrary, if the provision of any Scheduled Service as contemplated by this Agreement requires the consent, license or approval of any third party that has not been obtained prior to the date hereof as contemplated by Section 5.4(a) of the SPA, Seller shall continue to use commercially reasonable efforts to obtain such consent, license, or approval as promptly as possible after the Closing

Date; provided, however, that under no circumstances shall the performance of such Scheduled Service require the Providing Party or any of its directors (or persons in similar positions), officers, employees or agents to violate any Applicable Laws or breach any TSA Material Contract. Seller and Buyer shall share equally all costs of obtaining such third party consents, licenses or approvals necessary for the provision and receipt of the Scheduled Services, including any payments that are required to any third party. If the Providing Party reasonably believes that it is unable to provide such Scheduled Service because of a failure to obtain necessary consents, licenses, sublicenses or approvals, Providing Party shall promptly notify the Receiving Party and the Parties shall negotiate in good faith and agree upon a course of action to provide alternative equivalent services with Seller and Buyer to share equally any costs, fees or expenses associated with such alternative equivalent services.

2.9 Transition Management. Each Party shall appoint a transition manager (each, a "Transition Manager"). The Transition Managers shall have the authority to represent the position of their respective Parties and to make operational decisions regarding the Parties' performance of this Agreement. Each Transition Manager shall appoint or designate in a writing directed to the other Transition Manager, a person or persons to act in his or her stead on day-to-day matters within various functional areas when the Transition Manager is unavailable. Subject to the right to delegate duties to others, the Transition Managers shall serve as the primary contact point for the respective principals with respect to the obligations of the Parties under this Agreement. Each Transition Manager's responsibilities shall include: (a) conducting reviews of compliance with the service standard in Section 2.2.1; (b) assuring compliance with this Agreement, including the schedules; (c) mitigating and resolving technical and business issues; (d) managing the service migration process; and (e) participating in the dispute resolution process under Section 2.5. A Party may designate a replacement for its Transition Manager by written notice to the other Party. Each Transition Manager, and any successor, shall have an educational background, experience, skills and other qualifications necessary to perform his or her assigned duties. Nothing in this Agreement shall be deemed to authorize either Transition Manager to amend this Agreement in any way.

2.10 Transition Plan. Promptly after the date hereof, and in any event within thirty (30) days hereafter, Seller and Buyer shall each appoint a transition team to cooperate in good faith to develop a Migration plan for separating the Company Business from the businesses of Seller and its Affiliates (including the Company) that is not Company Business so as to minimize the adverse impact of such Migration on each party's businesses. Such Migration plan shall include a decision on whether to separate the accounting/finance conversion from the administrative conversion, such that, if included, Seller would continue providing Scheduled Services for accounting/finance functions to December 31, 2014 but the administrative conversion would occur earlier. Buyer shall bear any additional costs incurred as a result of the decision to separate the accounting/finance conversion from the administrative conversion. Seller and Buyer each agree to cooperate in the performance of the activities set forth on Schedule 1(b) and the Migration of the performance of the Scheduled Services on Schedules 1(a) and 1(c)-(f) from a Service Provider to Buyer, an Affiliate or a third party of Buyer's choice, taking into account, in good faith, the need to minimize both the cost of such Migration and disruption to the ongoing business activities of each party.

2.11 Records and Audit. Each Party shall maintain true and correct records of all receipts, invoices, reports and other documents relating to the provision and receipt of Scheduled Services and the policyholder records of the Business in accordance with their respective standard accounting practices and procedures, consistently applied, and shall provide each other with reasonable access to such records, subject to Applicable Law and the obligations of **ARTICLE VIII.** Following the Term of this Agreement, Seller shall, and shall cause its Affiliates to: (i) allow Buyer, upon reasonable prior notice and during normal business hours, through its employees and Representatives, the right, at Buyer's expense and no more than once per calendar year unless required by a governmental regulatory agency, to examine any records produced during the Term of this Agreement relating to the provision of Scheduled Services, or any other obligation under this Agreement, or the policyholder records of the Business that are retained by Seller or any of its Affiliates for any purpose, including the preparation or examination of Buyer's Tax Returns, regulatory filings, financial statements and the conduct of any litigation or otherwise, or the conduct of any regulatory, customer or other dispute resolution process, but only to the extent that such records of Seller relate to the provision of Scheduled Services or the policyholder records of the Business during the Term of this Agreement; (ii) maintain such records in accordance with Seller's and its Affiliates' record retention policies; and (iii) provide reasonable access to employees concerning the information in such records for any independent audit of Buyer; provided that Seller and its Affiliates may destroy such records in their discretion in compliance with their record retention policies after giving reasonable prior written notice to Buyer of their intention to destroy such records; provided further that Seller and its Affiliates shall have no obligation to maintain or retain any books and records to the extent that electronic or paper copies or originals of such books and records are delivered to Buyer at or prior to the end of the Term of this Agreement. The Providing Party shall provide, to the Receiving Party and any independent auditors engaged by it, reasonable access to staff and data relating to the Systems in which the Receiving Party's data is held or processed.

2.12 Ownership of Intellectual Property; License. Any Intellectual Property owned by a Party or its Affiliates and used after the date hereof in connection with the provision or receipt of the Scheduled Services, as applicable, shall remain the property of such Party or its Affiliates. Each Party grants, and shall cause its Affiliates to grant, to the other Party and its Affiliates a royalty-free, non-exclusive, non-transferable, worldwide license, during the term of this Agreement, to use the intellectual property owned by such Party or its Affiliates only to the extent necessary for the other Party and its Affiliates to provide or receive the Scheduled Services, as applicable. Other than the license granted to a Party and its Affiliates pursuant to the preceding sentence, the SPA, the Administrative Services Agreement or any other Transaction Agreement, neither party nor its Affiliates shall have any right, title or interest in the intellectual property owned by the other party or its Affiliates.

2.13 Separate Accounts. Seller will perform, or has performed, services required for Separate Account Separation (as defined in the ASA). Seller and Buyer shall each equally bear the fees, costs and expenses associated with Separate Account Separation (as defined in the ASA), to be invoiced in accordance with Section 4.2 herein, with the total aggregate exposure of each Party not to exceed fifty thousand U.S. dollars (\$50,000).

2.14 Notice to Policyholders. Seller shall, on behalf of Buyer and at Buyer's cost, include an announcement of the Closing, in form and substance agreed to by the Parties, Seller's

consent not to be unreasonably withheld or delayed, with the first correspondence sent to the policyholders of the Company after the Closing, such announcement to be provided in the ordinary course of business or at such time as otherwise required by Applicable Law.

2.15 Link on Website. After Migration is successfully completed and continuing for one (1) year thereafter, Seller shall include and maintain a link displayed on the appropriate Allstate website that directs users that click or activate the link to the Company website. Such link shall be accompanied by appropriate language notifying the Company's policyholders of the Company's website, and instructing them to access such website directly in the future.

2.16 Customer Telephone Service. After Migration is successfully completed and continuing for one (1) year thereafter, each Party shall redirect any inquiries it receives regarding the other Party to the appropriate telephone number of such Party.

ARTICLE III TERM AND TRANSITION ASSISTANCE

3.1 Term. The term (the "Term") of this Agreement shall commence as of the date hereof and, subject as to any Scheduled Service to the earlier expiration of the Service Term with respect thereto, shall continue until the earliest of:

3.1.1 the date on which the last of the Scheduled Services under this Agreement is terminated; or

3.1.2 the date on which this Agreement is terminated by mutual agreement of the Parties.

3.2 Extension and Termination.

3.2.1 Extension. If Buyer reasonably believes that it will not be able to complete its Migration of one or more Scheduled Services by the end of the 18th month under this Agreement, then upon written notice provided to Seller at least ninety (90) days prior to the end of such 18-month period, Buyer shall have the right to request and cause Seller to continue to provide such Scheduled Services; provided that, with respect to such extended Scheduled Services, Buyer shall pay the applicable Fees set forth in Section 4.1.1(a)(iii). Notwithstanding the foregoing, if Buyer is unable to complete Migration before the end of such 18-month period due primarily to the Providing Party failing to fulfill its obligations in the performance of any of the Scheduled Services, Buyer shall pay the applicable Fees set forth in Section 4.1.1(a)(ii) until all such deficiencies are cured.

3.2.2 Early Termination. If the Receiving Party wishes to terminate a Scheduled Service (or a portion thereof) before Buyer has completed its Migration of all Scheduled Services, the Receiving Party shall notify the Providing Party in writing of the proposed date on which such Scheduled Service (or portion thereof) shall terminate (the "Termination Date"), at least 60 days prior to the Termination Date. The termination of a portion of a service shall not change the Fees for such service. Effective on the Termination Date, such Scheduled Service (or portion thereof) shall be discontinued and thereafter, this Agreement shall be of no further force and effect with respect to such Scheduled Service (or

portion thereof), except as to obligations accrued prior to the Termination Date. Except with respect to obligations accrued prior to the Termination Date, if all Scheduled Services on one of the Schedules 1(a)(i), (a)(ii), (b)(i), (b)(ii), (c)(i), (c)(ii) or (d)-(f) are terminated, any fees, costs or expenses associated with such Schedule 1(a)(i), (a)(ii), (b)(i), (b)(ii), (c)(i), (c)(ii) or (d)-(f), shall no longer be due or owing subsequent to the date of termination of the last Scheduled Service on such Schedule.

3.3 Return of Materials. After a Scheduled Service is terminated, each Party will return all materials in a form usable by the other Party, with the cost to change the form of such materials, if applicable, to be borne by the recipient, and property owned by the other Party and materials and property of a proprietary nature involving a Party or its Affiliates relevant solely to the provision or receipt of that Scheduled Service and no longer needed regarding the performance of other Scheduled Services under this Agreement, and will do so (and will cause its Affiliates to do so) within thirty (30) days after the applicable termination.

ARTICLE IV COMPENSATION AND PAYMENT ARRANGEMENTS FOR SCHEDULED SERVICES

4.1 Compensation for Scheduled Services.

4.1.1 Compensation Generally. In accordance with the payment terms set forth in Section 4.2 and subject to Section 4.1.3, the Receiving Party agrees timely to pay the Providing Party, on a monthly basis:

(a) an amount for the provision of Scheduled Services as follows (collectively, the "Fees");

(i) during the first twelve (12) months of this Agreement, for Scheduled Services on Schedules 1(a) and 1(c)-(f), the Appraisal Fees;

(ii) except with respect to Scheduled Services listed on Schedule 1(c)(ii), during the period starting at the end of the period in subsection (i) until six (6) months thereafter, for Scheduled Services on Schedules 1(a) and 1(c)-(f); the Cost of Service plus 10% of the Cost of Service; or

(iii) except with respect to Scheduled Services listed on Schedule 1(c)(ii), during the period starting at the end of the period in subsection (ii), for Scheduled Services on Schedules 1(a) and 1(c)-(f); the Cost of Service plus 20% of the Cost of Service; and

(iv) during the period starting at the end of the 24th month from the date hereof, an additional \$500,000 for every one (1) month period thereafter;

(v) for Scheduled Services on Schedule 1(b), the Fees set forth on Schedule 1(b);

(vi) for those Scheduled Services listed on Schedule 1(c)(ii), fees for any such services above the current stated estimates will be incremental and charged on a time and materials basis at Seller's cost; and¹

(b) any payments due to Seller pursuant to Section 2.4 (Variance).

Seller shall calculate the Cost of Service six (6) months in advance of the periods specified in subsections (i)-(iii) of Section 4.1.1.(a) and shall promptly notify Buyer or Receiving Party of such calculation. If the Cost of Service so calculated (x) is higher than the Base Fee, for purposes of Section 4.1.1.(a) the Cost of Service shall be capped at 110% of the Base Fee; or (y) is lower than the Base Fee, for purposes of Section 4.1.1.(a) the Cost of Service shall in no case be lower than 90% of the Base Fee.

4.1.2 Out of Pocket Costs. Except with respect to any Out of Pocket Costs (as defined below) incurred in providing the Scheduled Services set forth in Schedules 1(a)-(f) of this Agreement, without limiting the foregoing and subject to Section 2.8 and Section 4.1.3, the Receiving Party agrees to pay, or reimburse the Providing Party for its payment of, all Out of Pocket Costs of the Providing Party. For purposes hereof, the term "Out of Pocket Costs" means all fees, costs or other expenses (including Sales and Service Taxes) (except for any consent fees in the SPA or Section 2.8 herein) payable by the Providing Party or its Affiliates to third parties that are not Affiliates of the Providing Party in connection with the Scheduled Services and Migration services provided by the Providing Party hereunder. The Providing Party shall request in writing from the Receiving Party the approval of all Out of Pocket Costs above fifty thousand U.S. dollars (\$50,000); and agrees not to accrue such Out of Pocket Costs until it receives written approval from the Receiving Party. The Providing Party shall use commercially reasonable efforts: (a) not to incur Out of Pocket Costs that are inconsistent with the type of Out of Pocket Costs incurred under past practices with the applicable Scheduled Services without the prior written consent of the Receiving Party; and (b) to minimize the amount of its Out of Pocket Costs, consistent with providing the Scheduled Services in accordance with the standard set forth in Section 2.2.1.

4.1.3 Taxes.

(a) The Receiving Party will pay and be liable for all sales, goods or services, excise, privilege, value added ("VAT"), lease, use, transfer, consumption or similar gross receipts based taxes (the "Sales and Service Taxes") imposed on Scheduled Services and Migration services provided by the Providing Party. Such taxes will be payable by the Receiving Party to the Providing Party in the manner set forth in Section 4.2 or as otherwise mutually agreed in writing by the Parties and under the terms of the Applicable Law which governs the relevant Sales and Service Tax. Notwithstanding the previous sentence, if the Receiving Party is exempt from liability for such taxes, the Receiving Party shall provide the Providing Party with a certificate (or other proof), which certificate or proof is reasonably acceptable to the Providing Party, evidencing an exemption from liability for such Sales and Service Taxes. The Receiving Party's obligation to pay Sales and Service Taxes under this

¹ **Note to Draft:** The detailed calculation of those Fees described in Section 4.1.1(a)(vi) will be discussed prior to Closing and documented in Schedule 1(c).

Section 4.1.3 shall be subject to the receipt of a valid and customary invoice or other document under the terms of Applicable Law for each Sales and Service Tax. The Providing Party shall be responsible for any losses (including any deficiency, interest and penalties) imposed as a result of a failure timely to remit any Sales and Service Taxes to the applicable tax authority to the extent the Receiving Party timely remits such Sales and Service Taxes to the Providing Party or the Receiving Party's failure to do so results from the Providing Party's failure timely to charge or provide notice of such Sales and Service Taxes to the Receiving Party. The Receiving Party shall be entitled to any refund on any Sales and Service Taxes paid in excess of liability as determined at a later date. Each Party shall promptly notify the other Party of any deficiency claim or similar notice by a taxing authority with respect to Sales and Service Taxes payable under this Agreement, and of any pending tax audit or other proceeding that could lead to the imposition of Sales and Services Taxes payable under this Agreement.

(b) Each Party shall pay and be responsible for its own personal property taxes and taxes based on its own income, profits or assets. Payments for Scheduled Services or other amounts under this Agreement shall be made net of withholding taxes, provided however that if the Providing Party believes that a reduced rate of withholding applies or the Providing Party is exempt from withholding, the Receiving Party shall only be required to apply such reduced rate of withholding or not withhold if the Providing Party provides the Receiving Party with evidence reasonably satisfactory to the Receiving Party that a reduced rate of or no withholding is required. Satisfactory evidence for this purpose may include rulings from, or other correspondence with, tax authorities and tax opinions rendered by qualified persons reasonably satisfactory to the Receiving Party, to the extent reasonably requested by the Receiving Party. Without limiting the generality of the foregoing, each Party shall provide the other with executed originals of Internal Revenue Service Form W-9 certifying that such Party is exempt from U.S. federal backup withholding tax, and any updates with respect thereto as appropriate. The Receiving Party shall promptly remit any amounts withheld to the appropriate taxing authority and in the event that the Receiving Party receives a refund of any amounts previously withheld from payments to the Providing Party and remitted, the Receiving Party shall surrender such refund to the Providing Party.

(c) With respect to each provision in this **Section 4.1.3**, the Receiving Party and the Providing Party shall reasonably cooperate with each other and take any action to provide or make available any information reasonably requested (and with a sufficient level of detail) in order to minimize any Sales and Service Taxes payable with respect to the Scheduled Services and Migration services.

4.2 Payment Terms.

4.2.1 Within fifteen (15) days following the end of any month during which Service Providers provide Scheduled Services, Seller shall issue or cause to be issued an invoice (and reasonably sufficient backup materials related thereto) ("TSA Monthly Invoice"), which shall set forth the amounts payable by or on behalf of Buyer pursuant to **Section 4.1**. The Parties acknowledge that there may be a reasonable lag in the submission of charges from Service Providers and third parties (including vendors) relating to the provision of Scheduled Services. With respect to any amounts payable by Buyer hereunder that accrue or are incurred by a Service Provider during the Term but that are not billed to such Service Provider or of which such

Service Provider does not become aware until after the Term, Seller shall set forth or shall cause to be set forth such amounts payable in invoices (and reasonably sufficient backup materials related thereto) sent to Buyer as soon as practicable following the end of the Term (each a "Post-Term Invoice"); but in any event within sixty 60 days.

4.2.2 Subject to Section 4.2.5, (a) Seller shall aggregate all costs incurred by it between the Signing Date and Closing Date for work on the Migration of the policies of the Recaptured Business to the third party administrator selected by the Buyer, and shall provide monthly reports on the Migration plan and achievement under it to Buyer in a form mutually agreed upon by the Parties; (b) all such costs described in subsection (a) shall be reported to Buyer within forty-five (45) days after the Closing Date and Seller shall subsequently invoice Buyer for all such costs; and (c) Buyer also agrees to reimburse Seller for those costs incurred after the Closing Date by Seller for the Migration of the policies of the Recaptured Business.

4.2.3 Payment in full of the amounts so invoiced or noticed shall be made by electronic transfer of immediately available funds or other method satisfactory to the Providing Party, within thirty (30) days after the date of receipt of the monthly invoice. Except with respect to any amount in Dispute pursuant to Section 2.5 herein, any amount unpaid after the thirtieth (30th) day following receipt by Buyer of such TSA Monthly Invoice or Post-Term Invoice shall bear an overdue interest charge calculated at a rate of 1.5% per month on a pro-rated basis on such overdue balance until paid. In no event shall Buyer offset any amounts due hereunder.

4.2.4 Should a Party dispute any portion of the amount due from it on any invoice or require any adjustment to an invoiced amount, then such Party shall notify the other Party in writing of the nature and basis of the Dispute or adjustment as soon as reasonably possible using, if necessary, the dispute resolution procedures set forth in Section 2.5. The Parties shall use their reasonable best efforts to resolve any such Dispute prior to the payment due date. All amounts required to be paid pursuant to this Agreement shall be paid and payable in U.S. dollars.

4.2.5 To the extent that, after the Signing Date, Seller has (i) negotiated and entered into agreements relating to the administration by se2 of the annuity contracts included in the Business, or (ii) taken any other actions that are reasonably necessary to transition the administration of such annuity contracts to se2, the Parties agree that Seller shall bear all costs and expenses relating to such transition; provided, that if Buyer causes the Company to request additional or different services from se2 in connection therewith that result in increased costs or expenses, Buyer shall reimburse Seller for such increased costs and expenses. To the extent Buyer causes the Company to implement changes to the services provided by se2 that reduce the costs or expenses associated therewith, Seller shall be entitled to retain such cost or expense savings in excess of such amount. For the avoidance of doubt, to the extent there is any conflict between Schedule 1(b)(ii) and this Section 4.2.5, Schedule 1(b)(ii) shall control.

ARTICLE V INDEMNIFICATION

5.1 **Indemnification by Seller.** Seller shall indemnify and hold harmless Buyer and each of its Affiliates (each, an “**Buyer Indemnified Person**”), from any and all Indemnifiable Losses to the extent relating to or arising out of Third Party Claims relating to, resulting from or arising out of: (a) any fraud, gross negligence or willful misconduct by or on behalf of Seller or any other Service Providers in providing any of the Scheduled Services that Seller or any other Service Provider is obligated to provide hereunder; (b) any material breach by Seller or any other Service Provider of any of its obligations under this Agreement or (c) any actual or alleged infringement of any third party’s intellectual property rights as a result of receiving Scheduled Services herein; **provided** with respect to (c) that such Scheduled Services are being provided in substantially the same manner as provided to the Business by Seller in the twelve (12) months prior to the Signing Date, unless altered at the sole discretion of Seller.

5.2 **Indemnification by Buyer.** Buyer shall indemnify and hold harmless Seller and each of its Affiliates (each, a “**Seller Indemnified Person**”) from any and all Indemnifiable Losses to the extent relating to or arising out of Third Party Claims relating to, resulting from or arising out of: (i) any material breach by Buyer of any of its obligations under this Agreement or (ii) any Scheduled Service that is altered, at the request of Buyer or Receiving Party, from the manner in which Seller provided such service to the Business in the twelve (12) months prior to the Signing Date.

5.3 **Indemnification Procedures.**

(a) If any Indemnitee receives notice of assertion or commencement of any Third Party Claim against such Indemnitee in respect of which an Indemnitor may be obligated to provide indemnification under this Agreement, the Indemnitee shall give such Indemnitor reasonably prompt written notice (but in no event later than thirty (30) days after becoming aware) thereof and such notice shall include a reasonable description of the claim and any documents relating to the claim and an estimate of the Indemnifiable Loss and shall reference the specific sections of this Agreement that form the basis of such claim; **provided, however,** that no delay on the part of the Indemnitee in notifying any Indemnitor shall relieve the Indemnitor from any obligation hereunder unless (and then solely to the extent) the Indemnitor is actually prejudiced by such delay. Thereafter, the Indemnitee shall deliver to the Indemnitor, within five calendar days after the Indemnitee’s receipt thereof, copies of all notices and documents (including court papers) received by the Indemnitee relating to the Third Party Claim.

(b) The Indemnitor shall be entitled to participate in the defense of any Third Party Claim and, if it so chooses, to assume the defense thereof with counsel selected by the Indemnitor. Should the Indemnitor so elect to assume the defense of a Third Party Claim, the Indemnitor shall not as long as it conducts such defense be liable to the Indemnitee for legal expenses subsequently incurred by the Indemnitee in connection with the defense thereof. If the Indemnitor assumes such defense, the Indemnitee shall have the right to participate in the defense thereof and to employ counsel, at its own expense, separate from the counsel employed by the Indemnitor, it being understood that the Indemnitor shall control such defense. The Indemnitor shall be liable for the reasonable fees and expenses of counsel employed by the

Indemnitee for any period during which the Indemnitor has not assumed the defense thereof (other than during any period in which the Indemnitee shall have not yet given notice of the Third Party Claim as provided above). If the Indemnitor chooses to defend any Third Party Claim, the Parties shall cooperate in the defense thereof. Such cooperation shall include the retention and (upon the Indemnitor's request) the provision to the Indemnitor of records and information that are relevant to such Third Party Claim, and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. Whether or not the Indemnitor shall have assumed the defense of a Third Party Claim, the Indemnitee shall not admit any liability with respect to, or pay, settle, compromise or discharge, such Third Party Claim without the Indemnitor's prior written consent. If the Indemnitor has assumed the defense of a Third Party Claim, the Indemnitor may only pay, settle, compromise or discharge a Third Party Claim with the Indemnitee's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed); provided, however, that the Indemnitor may pay, settle, compromise or discharge such a Third Party Claim without the written consent of the Indemnitee if such settlement (i) includes a complete and unconditional release of the Indemnitee from all liability in respect of such Third Party Claim, (ii) does not subject the Indemnitee to any injunctive relief or other equitable remedy and (iii) does not include a statement or admission of fault, culpability or failure to act by or on behalf of the Indemnitee. If the Indemnitor submits to the Indemnitee a bona fide settlement offer that satisfies the requirements set forth in the proviso of the immediately preceding sentence and the Indemnitee refuses to consent to such settlement, then thereafter the Indemnitor's liability to the Indemnitee with respect to such Third Party Claim shall not exceed the Indemnitor's portion of the settlement amount included in such settlement offer, and the Indemnitee shall either assume the defense of such Third Party Claim or pay the Indemnitor's attorneys' fees and other out-of-pocket costs incurred thereafter in continuing the defense of such Third Party Claim.

ARTICLE VI FORCE MAJEURE

If performance by either Party of any terms or provisions hereof shall be delayed or prevented, in whole or in part, because of or related to compliance with any Applicable Law, decree, request or order of any Governmental Entity, or because of riots, war, public disturbance, fire, explosion, storm, flood, acts of God, acts of terrorism, or for any other reason that is not within the control of the such Party and that by the exercise of reasonable diligence such Party is unable to prevent (each, a "Force Majeure Event"), then (i) such Party shall give written notice to the other Party, (ii) the Parties shall promptly confer, in good faith, to agree upon equitable, reasonable action to minimize the impact, on both Parties, of such conditions, and (iii) such Party shall be excused from its obligations hereunder during the period such Force Majeure Event continues, and no liability shall attach against it on account thereof. Neither Party shall be excused from performance if it fails to use reasonable diligence to remedy the situation and remove the cause and effect of the Force Majeure Event.

ARTICLE VII REMEDIES AND SURVIVAL

7.1 Financial Remedies Upon Material Breach. In the event of material breach of any provision of this Agreement by a Party, the non-defaulting Party shall give the defaulting Party written notice thereof, and:

7.1.1 If such breach arises from the Receiving Party's non-payment of an amount that is not in Dispute, the Receiving Party shall cure the breach within ten (10) calendar days after receipt of written notice of such non-payment. If the Receiving Party does not cure such breach prior to the end of such ten (10) day period, then the Receiving Party shall pay the Providing Party the undisputed amount plus an amount of interest equal to three percent per annum above the "prime rate" as announced in the "Money Rates" section of the then most recent edition of the Eastern Edition of *The Wall Street Journal*, which interest rate shall change as and when the "prime rate" changes. The Parties agree that this rate of interest constitutes reasonable liquidated damages and not an unenforceable penalty.

7.1.2 If such breach results or arises from the Providing Party's failure to provide one or more of the Scheduled Services at the service standard provided in Section 2.2.1 or any Schedule appended hereto, Seller shall provide or shall cause to be provided alternative equivalent services and Seller shall pay any additional costs, fees and expenses associated and in connection with such alternative services. If such breach is for any other material failure to perform in accordance with this Agreement, the defaulting Party shall cure such breach within thirty (30) days of the date of such notice. The defaulting Party shall remain liable for any damages relating to such breach, subject to the limits set forth in Section 7.3.

7.2 Specific Performance. The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof in any court of competent jurisdiction, in addition to any other remedy to which they are entitled at law or in equity. The parties hereby waive, in any action for specific performance, the defense of adequacy of a remedy at law and the posting of any bond or other security in connection therewith.

7.3 Limitation of Liability. Except with respect to each Party's obligations under ARTICLE V (Indemnification) and ARTICLE VIII (Confidentiality), the maximum liability of either Party (including its Affiliates) hereunder shall not exceed two times the total amount received by Seller in the performance of this Agreement. Notwithstanding anything else in this Agreement, the Parties, on behalf of themselves and all other Indemnitees, waive any claim to any punitive or consequential damages against each other; provided that the foregoing shall not apply in respect to any indemnification claim asserted by Buyer pursuant to Section 5.1 or by Seller pursuant to Section 5.2 to the extent that punitive or consequential damages are awarded to a third party against either Party (including its Affiliates), as the case may be, by a court of competent jurisdiction pursuant to a final and non-appealable judgment

7.4 Survival Upon Expiration or Termination. The provisions of Sections 2.5, 2.10, 2.11, 2.15, 2.16, and 3.3, and ARTICLE I, ARTICLE IV, ARTICLE V, ARTICLE VII, ARTICLE VIII, ARTICLE IX, ARTICLE X, and ARTICLE XI shall survive the termination or expiration of this Agreement unless otherwise agreed to in writing by both Parties.

ARTICLE VIII CONFIDENTIALITY

8.1 Confidential Information. Each Party covenants that it will (a) accord the Confidential Information (as defined below) of the other Party the same degree of confidential treatment that it accords its similar proprietary and confidential information but in no event less than a reasonable degree of care, (b) not use such Confidential Information for any purpose other than those stated in this Agreement and (c) not disclose such Confidential Information to any Person unless disclosure to such Person is made in the ordinary course of such Party's conduct of its business and is subject to protections comparable to those such Party would apply in connection with a comparable disclosure of its own Confidential Information. Notwithstanding any other provision of this Agreement, a party may disclose Confidential Information of the other Party, without liability for such disclosure, to the extent the disclosing party demonstrates that such disclosure is (i) required to be made pursuant to Applicable Law, (ii) required to be made to a court or other tribunal in connection with the enforcement of such Party's rights under this Agreement or to contest claims between the Parties, (iii) made to such Party's service providers or Affiliates or, with respect to client information and client account information or records, the applicable current or then-existing client, (iv) with respect to Intellectual Property, made to such Party's clients or prospective clients in connection with marketing activities or servicing of client accounts, in each case for clauses (iii) and (iv), subject to a confidentiality agreement that includes protections no less restrictive than those set forth herein, or (v) approved by the prior written consent of the other Party. Each Party will promptly notify the other Party if it receives a subpoena or otherwise becomes aware of events that may legally require it to disclose Confidential Information of the other Party, and will cooperate with the other Party (at the other Party's expense) to obtain an order quashing or otherwise modifying the scope of such subpoena or legal requirement, in an effort to prevent the disclosure of such Confidential Information. For purposes of this Agreement, "Confidential Information" means all confidential or proprietary information and documentation of either Party made available to the other Party under this Agreement that is either identified in writing as confidential or which the receiving Party recognized or should reasonably have recognized at the time of disclosure as being of a confidential nature.

8.2 Unauthorized Acts. Each Party shall (a) notify the other Party promptly of any unauthorized possession, use, or knowledge of any Confidential Information by any Person that shall become known to it, any attempt by any person to gain possession of Confidential Information without authorization or any attempt to use or acquire knowledge of any Confidential Information without authorization (collectively, "Unauthorized Access"), (b) promptly furnish to the other Party full details of any Unauthorized Access and use reasonable efforts to assist the other Party in investigating or preventing the reoccurrence of any Unauthorized Access, (c) promptly take action and cooperate with the other Party to remove such Unauthorized Access, (d) cooperate with the other Party in any litigation and investigation

against third parties deemed necessary by such Party to protect its proprietary rights, and (e) use commercially reasonable efforts to prevent a recurrence of any such Unauthorized Access.

ARTICLE IX SYSTEM ACCESS AND CONSUMER PRIVACY

9.1 System Access.

(a) If the Providing Party or the Receiving Party are at any time given access (each in such capacity, a "Guest User") to the other's computer system(s) or software (collectively, "Systems") in connection with the performance of this Agreement, such Guest User shall comply with the other party's (each in such capacity, a "Host") Systems security policies, procedures and requirements which the Host makes available to the Guest User in writing from time to time.

9.2 Consumer Privacy. In providing the Scheduled Services, the Providing Party shall, and shall cause its Affiliates to, comply with Applicable Law with respect to privacy or data security relative to Customer Information (as defined below), and shall maintain the information security program in place prior to the date hereof. "Customer Information" means all tangible and intangible information provided or disclosed hereunder about present or former present or former clients, life insurance or annuity policy holders, annuitants, or other beneficiaries (collectively, hereinafter "Customers") or potential Customers of any Party or its Affiliates, including name, address, telephone number, email address, account or policy information, and any list, description, or other grouping of Customers or potential Customers, and any medical records or other medical information of such Customers or potential Customers and any other type of information deemed "nonpublic" and protected by privacy laws and any other Applicable Law.

ARTICLE X DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND COVENANTS

Except for the representations, warranties and covenants expressly made in this Agreement, each Party has not made and does not hereby make any express or implied representations, warranties or covenants, statutory or otherwise, of any nature, including with respect to the warranties of merchantability, quality, quantity, suitability or fitness for a particular purpose or the results obtained by the Scheduled Services. All other representations, warranties, and covenants, express or implied, statutory, common law or otherwise, of any nature, including with respect to the warranties of merchantability, quality, quantity, suitability or fitness for a particular purpose or the results obtained by the Scheduled Services are hereby disclaimed by the Providing Party.

ARTICLE XI MISCELLANEOUS

11.1 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):

if to Seller, to:

Allstate Life Insurance Company
3100 Sanders Road
Northbrook, Illinois 60062
Attention: Jess Merten
Email: Jess.Merten@allstate.com

with copies to:

Allstate Life Insurance Company
3075 Sanders Road
Northbrook, Illinois 60062
Attention: Joy Thomas
Email: Joy.Thomas@allstate.com

and

Allstate Life Insurance Company
2775 Sanders Road
Northbrook, Illinois 60062
Attention: Beth Lapham
Email: blapham@allstate.com

with a copy (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

If to Buyer, to:

Resolution Life Holdings, Inc.
733 Third Avenue, 16th Floor
New York, NY 10017
Attention: Simon Packer

with a copy (which shall not constitute notice) to:

Debevoise & Plimpton LLP
919 Third Avenue
New York, New York 10022
Attention: Nicholas F. Potter

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

11.2 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. 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 by any Governmental Entity against either party by virtue of the fact that such party was the drafting party.

11.3 Entire Agreement; Third-Party Beneficiaries. This Agreement (including all Exhibits and Schedules hereto), the SPA and the other Transaction Documents 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 hereof. Except as set forth in ARTICLE V with respect to Buyer Indemnified Persons and Seller Indemnified Persons, this Agreement is not intended to and shall not confer upon any Person other than the Parties hereto any rights or remedies.

11.4 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.

11.5 Assignment. Except with respect to any assignment, in whole or in part, of this Agreement or any of the rights, interests or obligations under this Agreement, to (i) an Affiliate, (ii) a successor-in-interest to all or a portion of the business of the Receiving Party, or (iii) by merger, reorganization or operation of law, neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, 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. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

11.6 Jurisdiction; Enforcement.

11.6.1 Each of the Parties 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 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 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 11.1 of this Agreement, constitute good, proper and sufficient service thereof.

11.6.2 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 11.6.

11.7 Severability; Amendment; Modification; Waiver.

11.7.1 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.

11.7.2 Except as otherwise contemplated by this Agreement, this Agreement may be amended or a provision hereof waived only by a written instrument signed by each of Seller and Buyer.

11.7.3 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.

11.8 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 Party 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, the Parties, acting through their authorized officers, have caused this Agreement to be duly executed and delivered as of the date first above written.

ALLSTATE LIFE INSURANCE COMPANY

By: _____
Name:
Title:

By: _____
Name:
Title:

RESOLUTION LIFE HOLDINGS, INC.

By: _____
Name:
Title: