INTRODUCTION

TO YOUR ALLSTATE AGENT COMPENSATION AGREEMENT

This agreement was carefully planned to provide you with financial opportunity and security. It embodies strong incentive for continual growth in new business volume, balanced with the security of continued income gained through renewals.

As an Allstate Agent you’ll enjoy advantages not available in any other insurance company: the unique relationship with Sears, the most aggressive advertising and sales promotion support in the insurance business today, a complete line of products created by a young "maverick" company eager to try new ideas, and modern mechanized office procedures that speed handling and reduce your service work.

Added to these advantages you have the opportunity to share in the profits you help create, and the unusually broad protection plans for you and your family through the Allstate benefit package.

We are vitally interested in your success. Through training programs and through guidance provided by the sales management team, we will assist you in every way possible in attaining your goals as an Allstate Agent both in terms of personal satisfaction and financial accomplishments.

Your financial success and personal satisfaction will be in almost direct relation to your enthusiasm and to the development of your knowledge and skill as a professional insurance counselor. In an industry steeped in tradition, Allstate is recognized as a leader in growth, innovation, aggressive merchandising, and total quality performance. We are pleased that you have joined with us and we are confident that you have the ability to personally contribute and participate in the substantial growth in the years ahead.

Allstate Insurance Companies

President

\[\text{Robert W. Shugart}\]
ALLSTATE AGENT COMPENSATION AGREEMENT

ALLSTATE INSURANCE COMPANY
ALLSTATE LIFE INSURANCE COMPANY
ALLSTATE INDEMNITY COMPANY
(referred to in this agreement as "We", "Allstate" or "the Company")

This agreement between you and Allstate states the basis of your compensation and the other terms and conditions of your employment as an Allstate agent. Please read it carefully.

PART ONE

Effective Date: ________________________ 19 ______

Agent’s Name: ____________________________

Territory: ________________________________

Basis of Compensation as provided in Section I.A. of PART THREE, including Monthly Career Supplement Compensation of:

$ _______ per month for the period effective __________ to __________

$ _______ per month for the period effective _______ to _______ 

$ _______ per month for the period effective __________ to __________

$ _______ per month for the period effective _______ to _______ 

$ _______ per month for the period effective _______ to _______ 

Monthly Minimum $ _______, effective __________ to __________
## Part Two

### Table of Percentages Applicable to Particular Lines of Insurance

#### I. Automobile (except Fleet Coverage and National Emblem Insurance Company, HOMEOWNERS, MOBILEHOME, BOATOWNERS, COMPREHENSIVE PERSONAL LIABILITY, FARMERS COMPREHENSIVE PERSONAL LIABILITY, THEFT, OR TRAVEL ACCIDENT-BAGGAGE)

<table>
<thead>
<tr>
<th>Net Written Premium</th>
<th>New Policy</th>
<th>Renewal Policy</th>
</tr>
</thead>
<tbody>
<tr>
<td>First $500</td>
<td>15%</td>
<td>61%</td>
</tr>
<tr>
<td>Next $2,000</td>
<td>10%</td>
<td>41%</td>
</tr>
<tr>
<td>Over $2,500</td>
<td>Negotiated rate in no event less than 3%</td>
<td>41%</td>
</tr>
</tbody>
</table>

- AUTOMOBILE—National Emblem Insurance Company (except Fleet Coverage):
  - 61\% \& 61\%

#### II. Fire and Allied Coverages

<table>
<thead>
<tr>
<th>Kind of Policy</th>
<th>New Policy</th>
<th>First Renewal Policy</th>
<th>Second and Subsequent Renewal Policy Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Liability and Physical Damage Insurance on Automobile Fleets, Garage Liability Insurance, General Liability Insurance, Comestologist Liability Insurance, Comprehensive Glass Insurance, Dealers Physical Damage Automobile Insurance,</td>
<td>15%</td>
<td>Negotiated rate, in no event less than 3%</td>
<td></td>
</tr>
<tr>
<td>Over $2,500</td>
<td>Negotiated rate, in no event less than 3%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- Excess of Loss or Deductible, Interstate, or any other risk requiring special treatment in respect of premium rate, or special reinsurance, or unusual costs such as loss prevention and engineering costs.

#### III. Commercial Casualty, which means:

- A. Liability and physical damage insurance on automobile fleets,
- B. Garage liability insurance,
- C. General liability insurance,
- D. Cosmetologist liability insurance,
- E. Comprehensive glass insurance, or
- F. Dealers physical damage automobile insurance.

<table>
<thead>
<tr>
<th>Kind of Policy</th>
<th>New Policy</th>
<th>First Renewal Policy</th>
<th>Second and Subsequent Renewal Policy Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Health</td>
<td>20%</td>
<td>10%</td>
<td>61%</td>
</tr>
<tr>
<td>B. Income</td>
<td>35%</td>
<td>10%</td>
<td>61%</td>
</tr>
<tr>
<td>C. Econo-Rate Income</td>
<td>25%</td>
<td>10%</td>
<td>61%</td>
</tr>
<tr>
<td>D. Senior Citizen</td>
<td>15%</td>
<td>10%</td>
<td>61%</td>
</tr>
</tbody>
</table>

#### IV. Commercial Multi-Peril

<table>
<thead>
<tr>
<th>Kind of Policy</th>
<th>New Policy</th>
<th>First Renewal Policy</th>
<th>Second and Subsequent Renewal Policy Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Health</td>
<td>20%</td>
<td>10%</td>
<td>61%</td>
</tr>
<tr>
<td>B. Income</td>
<td>35%</td>
<td>10%</td>
<td>61%</td>
</tr>
<tr>
<td>C. Econo-Rate Income</td>
<td>25%</td>
<td>10%</td>
<td>61%</td>
</tr>
<tr>
<td>D. Senior Citizen</td>
<td>15%</td>
<td>10%</td>
<td>61%</td>
</tr>
</tbody>
</table>

#### V. Workmen's Compensation and Employers' Liability

<table>
<thead>
<tr>
<th>Kind of Policy</th>
<th>New Policy</th>
<th>First Renewal Policy</th>
<th>Second and Subsequent Renewal Policy Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Health</td>
<td>20%</td>
<td>10%</td>
<td>61%</td>
</tr>
<tr>
<td>B. Income</td>
<td>35%</td>
<td>10%</td>
<td>61%</td>
</tr>
<tr>
<td>C. Econo-Rate Income</td>
<td>25%</td>
<td>10%</td>
<td>61%</td>
</tr>
<tr>
<td>D. Senior Citizen</td>
<td>15%</td>
<td>10%</td>
<td>61%</td>
</tr>
</tbody>
</table>

#### VI. Health (except Group)

<table>
<thead>
<tr>
<th>Kind of Policy</th>
<th>New Policy</th>
<th>First Renewal Policy</th>
<th>Second and Subsequent Renewal Policy Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Health</td>
<td>20%</td>
<td>10%</td>
<td>61%</td>
</tr>
<tr>
<td>B. Income</td>
<td>35%</td>
<td>10%</td>
<td>61%</td>
</tr>
<tr>
<td>C. Econo-Rate Income</td>
<td>25%</td>
<td>10%</td>
<td>61%</td>
</tr>
<tr>
<td>D. Senior Citizen</td>
<td>15%</td>
<td>10%</td>
<td>61%</td>
</tr>
</tbody>
</table>
PART TWO Continued

VII. LIFE (except Group):

<table>
<thead>
<tr>
<th>Kind of Policy</th>
<th>New Policy</th>
<th>First Renewal Policy Year</th>
<th>Second Renewal Policy Year</th>
<th>Third and Subsequent Renewal Policy Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Whole ordinary life</td>
<td>35c</td>
<td>15c</td>
<td>10c</td>
<td>2c</td>
</tr>
<tr>
<td>Family</td>
<td>35</td>
<td>15</td>
<td>10</td>
<td>2</td>
</tr>
<tr>
<td>Limited payment life where premium payments are to be made for</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>30 or more years</td>
<td>35</td>
<td>15</td>
<td>10</td>
<td>2</td>
</tr>
<tr>
<td>20 thru 29 years</td>
<td>35</td>
<td>15</td>
<td>10</td>
<td>2</td>
</tr>
<tr>
<td>15 thru 19 years</td>
<td>30</td>
<td>10</td>
<td>7</td>
<td>2</td>
</tr>
<tr>
<td>10 thru 14 years</td>
<td>25</td>
<td>10</td>
<td>7</td>
<td>2</td>
</tr>
<tr>
<td>Paid Up at Age 65 with Insurance increasing at Policy Anniversary nearest Insured's Age 18</td>
<td>25</td>
<td>10</td>
<td>7</td>
<td>2</td>
</tr>
<tr>
<td>Endowment where premium payments are to be made for</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>30 or more years</td>
<td>35</td>
<td>15</td>
<td>7</td>
<td>2</td>
</tr>
<tr>
<td>20 thru 29 years</td>
<td>30</td>
<td>10</td>
<td>7</td>
<td>2</td>
</tr>
<tr>
<td>15 thru 19 years</td>
<td>25</td>
<td>10</td>
<td>7</td>
<td>2</td>
</tr>
<tr>
<td>Less than 15 years</td>
<td>25</td>
<td>5</td>
<td>5</td>
<td>2</td>
</tr>
<tr>
<td>Term Insurance, for level amount where the termination date is the Policy Anniversary nearest the 65th birthday of the Insured, where premium payments are to be made for</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>21 or more years</td>
<td>35</td>
<td>10</td>
<td>7</td>
<td>2</td>
</tr>
<tr>
<td>16 thru 20 years</td>
<td>35</td>
<td>7</td>
<td>5</td>
<td>2</td>
</tr>
<tr>
<td>10 thru 15 years</td>
<td>35</td>
<td>5</td>
<td>5</td>
<td>2</td>
</tr>
<tr>
<td>Term Insurance where premium payments are to be made for</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10 or more years</td>
<td>35</td>
<td>5</td>
<td>5</td>
<td>2</td>
</tr>
<tr>
<td>5 thru 9 years</td>
<td>30</td>
<td>5</td>
<td>5</td>
<td>2</td>
</tr>
</tbody>
</table>

PART THREE

I. Definitions

A. "new policy" means a policy issued:

1. to an applicant who was not previously an Allstate policyholder relative to the same line of insurance:

2. as respects Fire and Casualty insurance, to a former Allstate policyholder whose policy of the same line of insurance lapsed, expired, or was terminated 60 days or more prior to the effective date of the newly issued policy; or

B. "renewal policy" means the renewal or extension of a new policy beyond its initial term. However, when a new policy is issued for a period longer than 12 months, each period of 12 months beyond...

PAGE 3
PART THREE Continued

the first anniversary shall be considered as being under a renewal policy.

C. “net written premium” means
1. as respects Fire and Casualty insurance, the gross amounts recorded with respect to personally secured policies, not including installment payment fees, and
2. as respects Life insurance, the annual policy premium (whether or not annual payment is
   the method selected by the policyholder) recorded with respect to personally secured policies, including premiums which, by the terms of the policy, are waived on account of disability or death, or paid under an automatic premium loan provision;

less premium refunds or credits (including any estimated refunds or credits, or estimated dividends on participating policies) and amounts recorded as uncollected.

D. “recorded” means entered in the appropriate accounts of the Company, as being received or receivable, with the speed ordinarily incident to our business operations.

E. “personally secured,” with respect to a new policy or major coverage, means written on application secured by the agent through his own initiative and personal solicitation and, with respect to a renewal policy, means written as a first or subsequent renewal of such new policy or such major coverage.

F. “unrepresented policy” means an Allstate policy (within a line of insurance which both you and we are licensed to write in your territory) the premium for which is free of any Allstate agent’s compensation interest: “unrepresented policy” does not include any policy of the following lines of insurance: Commercial Fire, Commercial Casualty, Commercial Multi-peril, Workmen’s Compensation and Employers’ Liability or Travel Accident-Baggage.

G. “compensation interest,” as used with respect to any policy or coverage, means that the premium for such policy or coverage is identified in the agent’s account as though for a personally secured policy.

H. “Econo-Rate coverages” mean Automobile coverages, against loss or damage to the vehicle, written in a separate policy for the term of the finance contract in connection with the purchase of an automobile (1) which qualifies under the policy as an additional automobile or a replacement automobile, and (2) which is then being financed through a lending institution previously designated in writing by your Regional Manager as qualifying under the Econo-Rate Plan, provided the initial payment to us covers the full premium for the finance term.

I. “compensation quarter” means a calendar quarter beginning on January 1, April 1, July 1, or October 1 of each year.

J. “production quarter” means a calendar quarter beginning on March 1, June 1, September 1, or December 1 of each year.

K. The meaning of the word “line” shall be confined to the particular one of the following kinds of insurance: Automobile, Homeowners, Residential Fire, Mobilehome, Boatowners, Comprehensive Personal Liability, Farmers Comprehensive Personal Liability, Theft, Travel Accident-Baggage, Commercial Fire, Commercial Casualty, Commercial Multi-peril, Workmen’s Compensation and Employers’ Liability, Health (except Group), Life (except Group), and each of such other kinds of insurance as we may write.

II. Compensation

A. Basis of Compensation

1. Monthly New Policy Compensation
   For each month of your employment, you will be paid compensation with regard to net written premium on new policies recorded in your account during the previous month, calculated in accordance with the percentage(s) applicable to the line written as specified in PART TWO.

2. Monthly Renewal Compensation
   For each month of your employment during the particular compensation quarter, you will be paid renewal compensation calculated as follows:
   a. The net written premium on renewal policies recorded in your account during the two production quarters preceding the particular compensation quarter will be multiplied by the percentage(s) applicable to the line written as specified in PART TWO.
PART THREE Continued

b. The resulting dollar amounts will be totaled and the total will be divided by six. The result will be the renewal compensation for each month within such compensation quarter.

3. Monthly Career Supplement Compensation
For each month of your employment, you will be paid the applicable amount of Monthly Career Supplement Compensation, if any, specified in PART ONE.

4. Total Monthly Compensation
The Monthly New Policy Compensation, the Monthly Renewal Compensation, and the Monthly Career Supplement Compensation, all as calculated above with respect to each month of your employment, will constitute your entire compensation for such month, except that, during the period in which the Monthly Minimum is effective, as stated in PART ONE, in no event will the total compensation for each full month of employment be less than the specified Monthly Minimum.

B. General Compensation Provisions
1. Unrepresented Policies
Whenever you write a personally secured new policy in a major line, or write a personally secured major coverage in a major line which is free of any other Allstate agent's compensation interest, you will receive compensation interest in each existing unrepresented policy belonging to related insureds in that line or in any other line which is free of any other Allstate agent's compensation interest, if and when each such unrepresented policy renews:

<table>
<thead>
<tr>
<th>Major Line</th>
<th>Related Insureds</th>
<th>Major Coverages</th>
</tr>
</thead>
<tbody>
<tr>
<td>Automobile (except Fleet Coverage)</td>
<td>Named insured and resident spouse</td>
<td>Bodily Injury and Property</td>
</tr>
<tr>
<td>Homeowners</td>
<td>Named insured and resident spouse</td>
<td>Damage Liability, Collision, Econo-Rate,</td>
</tr>
<tr>
<td>Residential Fire</td>
<td>Named insured and resident spouse</td>
<td>Coverage for additional car</td>
</tr>
<tr>
<td>Mobilehome</td>
<td>Named insured and resident spouse</td>
<td>Scheduled Personal Property</td>
</tr>
<tr>
<td>Boatowners</td>
<td>Named insured and resident spouse</td>
<td>Dwelling or Contents</td>
</tr>
<tr>
<td>Farmers Comprehensive</td>
<td>Named insured and resident spouse</td>
<td>Mobile Home, Personal Effect, Scheduled</td>
</tr>
<tr>
<td>Personal Liability</td>
<td></td>
<td>Personal Property</td>
</tr>
<tr>
<td>Health (except Group)</td>
<td>Named insured, resident spouse, and eligible dependents</td>
<td>Bodily Injury and Property, Direct Physical Loss or Damage, Coverage for additional boat</td>
</tr>
<tr>
<td>Life (except Group)</td>
<td>Named insured and resident spouse</td>
<td>Any coverage, including coverage for an additional individual</td>
</tr>
</tbody>
</table>

Whenever an active Allstate agent has compensation interest in a line, he is the only agent who may acquire compensation interest in any other unrepresented policies for the related insureds in that line (except in the case of Life insurance). No compensation interest will be received for existing Fire or Casualty unrepresented policies for securing a Life insurance policy. Any compen-
PART THREE Continued

Compensation payable with respect to an unrepresented policy of Life insurance will be at the rate of 2% of net written premium.

You will receive compensation interest only if:

a. at least the minimum down payment, as required by written Company rules, is paid for the personally secured policy or a premium is paid for the major coverage;

b. the policy or major coverage is accepted by our Underwriting Department and continues acceptable for a period of at least 60 days; and

c. you have described all other existing Allstate policies on the application for the policy or major coverage.

2. Production Allowance

Compensation payable for production allowance shall be considered a part of monthly new policy compensation.

3. Added Coverage Compensation

Except as otherwise provided in this agreement, the agent writing added coverage receives compensation interest in such coverage, as though for a personally secured new policy, but pro-rated to the next anniversary date of the policy to which such coverage is added. The originating agent, if other than the writing agent, relinquishes his compensation interest in the premium for the added coverage to such anniversary date.

4. Lines Generally

As respects the premium for any coverage, it is the intent of this agreement that only one agent shall have the compensation interest with regard to the period covered by such premium.

Except as otherwise provided by this agreement, any compensation interest which may exist with respect to coverage within a particular line of insurance (other than Life) shall belong exclusively to the agent, while an active Allstate agent, who first writes a personally secured new policy within that line. The agent writing such new policy is called the "originating agent".

Such compensation interest will continue during this agreement so long as the line continues in force. A line shall be regarded as continuing in force while it continues effective, in the state(s) within which the agent's territory is located, for the insured named in the policy or his spouse resident in his household. However, the Health line shall be regarded as continuing in force while it continues effective, in the state(s) within which the agent's territory is located, for any family member who remains eligible, and the Commercial Casualty or the Commercial Multi-peril or the Workmen's Compensation and Employers' Liability line will be regarded as continuing in force only while it continues effective for the insured named in the policy.

What is or is not an added coverage or a major coverage, in those situations where the writing of the coverage is in the nature of a substitution of coverage, an increase in limits, broadening of the perils covered, addition of items to be insured, lengthening of benefit periods, or elimination or decrease of a deductible or waiting period, etc., shall be determined by the Agents Procedure Manual then current, as shall questions involving conflicting compensation interests of two or more agents, compensation respecting substitution or conversion of policies or lines, compensation for single premium Life policies, temporary extra premiums, and matters relative to compensation not specifically covered by this agreement.

In no event will compensation be payable hereunder:

a. with respect to casualty risks, or insurance on property, situated outside the state(s) in which your territory is located;

b. when prohibited by law or ruling of any state or agency thereof; or

c. with respect to any period of absence from work in excess of that for which a benefit allowance has been established by us for full-time office employees absent for the same reason.

Your compensation, as provided for in this agreement, shall be deemed to include all remuneration, whether or not required by law, for countersigning duties which you may perform at our request.

5. Automobile Line

The agent writing Econo-Rate coverages receives compensation interest in the first 12 months of the net written premium for such coverages as though for a new policy and in the remainder of the premium for such coverages as though for a renewal policy.
The agent, writing coverage other than Econo-Rate for an additional automobile of a person (or resident spouse) already insured by us for an Automobile coverage, receives compensation interest in the first 12 months of the net written premium for such coverage as though for a new policy, provided that the automobile already insured remains insured for at least 60 days after the additional automobile becomes covered. If not, the premium shall be regarded as premium for insuring a replacement automobile.

If an automobile policy written for an insured in either Allstate Insurance Company or National Emblem Insurance Company is replaced in the other company by a policy for the same insured with no lapse of coverage at the time of replacement, the agent writing the latter policy receives compensation therefor as though for a new policy but not to exceed a period of 12 months from the effective date of such policy.

Any originating agent, if other than the agent writing the coverage described in this subsection 5, relinquishes his compensation interest in the premium for which the writing agent is accorded compensation interest. The writing agent, if other than the originating agent, relinquishes his compensation interest in any subsequent premiums.

The agent, writing Direct Physical Loss or Damage coverage in a separate Boatowners policy with a loss payable clause in favor of a lending institution which is financing the purchase of a replacement boat (which replaces one not insured by us for Direct Physical Loss or Damage coverage), receives compensation interest in the first 12 months of the net written premium for such coverage as though for a new policy. Any originating agent, if other than the agent writing such coverage, relinquishes his compensation interest in the premium for which the writing agent is accorded compensation interest. The writing agent, if other than the originating agent, relinquishes his compensation interest in any subsequent premiums.

7. Mobilehome Line

The Company reserves the right, with respect to any Mobilehome policy to record the net written premium in your account in installments over the policy period.

8. Travel Accident-Baggage Line

The agent writing any Travel Accident-Baggage coverage shall receive exclusive compensation interest in the entire net written premium for such coverage. Each Travel Accident-Baggage policy issued shall be considered a "new policy".

9. Commercial Casualty, Commercial Multi-peril, and Workmen's Compensation and Employers' Liability Lines

Only the agent who has compensation interest in any Commercial Casualty or Commercial Multi-peril or Workmen's Compensation and Employers' Liability line at the time a coverage or policy is added to such line shall have compensation interest in such added coverage or policy. Such compensation interest shall be as though for a renewal policy; however, with respect to net written premium for coverage added during the first 12 months of the existing policy, the agent shall have compensation interest in the pro-rated premium to the first anniversary date of the policy as though for a personally secured new policy. The particular percentage(s) stated in PART TWO as applicable to the pro-rated premium for the added coverage shall be determined by adding the net written premium therefor to the other net written premium for the policy.

Such percentage(s) will be applied separately to each of the several kinds of insurance there listed under "Commercial Casualty" or to each class of business insured in the Commercial Multi-peril line. For purposes of compensation interest, each such kind of insurance or class of business insured will be regarded as a separate line, except that Comprehensive Glass Insurance will be regarded

PAGE 7
PART THREE Continued

as a separate line only when written in a separate Comprehensive Glass Insurance policy.

With respect to any Commercial Casualty or Commercial Multi-peril or Workmen’s Compensation and Employers’ Liability policy or group of policies, you and Allstate may agree in writing on percentages other than those provided in PART TWO. The Company reserves the right, with respect to any Commercial Casualty or Commercial Multi-peril or Workmen’s Compensation and Employers’ Liability policy, to record the net written premium in your account in installments over the policy period.

10. Health Line (except Group)
The agent writing added coverage in a separate policy in the Health line receives compensation interest in the first 12 months of the net written premium for such coverage as though for a new policy.

The agent writing coverage A4—Total Disability Income Benefit receives compensation interest in the first 12 months of the net written premium for such coverage, as though for a new policy, and in the remainder of the premium for such coverage as though for a renewal policy.

Any originating agent, if other than the agent writing the coverage described in this subsection 10, relinquishes his compensation interest in the premium for which the writing agent is accorded compensation interest. The writing agent, if other than the originating agent, relinquishes his compensation interest in any subsequent premiums.

PART FOUR

I. The Company appoints you its agent for the purpose of soliciting applications for insurance policies, countersigning policies, collecting premiums and such other services as the Company may request and agrees to pay you compensation as provided by PART THREE of this agreement.

II. Inasmuch as you are now a full-time Allstate agent, you agree to devote your entire business time to the solicitation of insurance for us, and not to represent or solicit insurance for any other company, or for any agent or broker, or receive any payment or gift for the referral of a prospect to any other company, agent or broker, except as modified later in this section or in accordance with the terms of any written consent we may give you. You do not have exclusive territorial rights, or any vested interest in any business produced under the terms of this agreement. You are authorized to operate only in the state(s) in which your territory is located.

Subject to Company procedure and regulations, you may:

A. write applications for insurance under an assigned risk plan or any similar co-operative plan of the insurance industry established to afford coverage for special classes of risks, provided the Company participates in such plan:

B. represent any affiliate specified by the Company.

III. The Company will designate the sales location in your territory to which you will be assigned. Such designation is not to be construed as a permanent assignment.

If you are assigned to a sales location at Sears you can look forward to being reassigned at some time to a non-Sears location providing such a Company location is available in your territory. It is Allstate’s intent that such reassignment will normally take place approximately three years or later from your date of employment as an Allstate agent.

IV. Of course, all premium payments collected or received by you are to be treated as trust funds and promptly transmitted to us without deduction of any amounts due or to become due from us to you, and without making any other deduction for any purpose.

V. We authorize you to bind insurance only in accordance with the provisions of our application, conditional receipt, or binder forms. We reserve the right to reject any application or terminate or refuse to renew any policy.
PART FOUR

VI. The Company grants you all of the powers expressly stated in this agreement. You agree not to represent yourself as having any other powers. You agree not to alter any policy, or incur any expense or obligation on our part, without prior written approval. Your duties are to be performed in accordance with our procedures and regulations.

Should you have a complaint concerning any phase of your working relationships with the Company, which you feel to be sufficiently serious and which you feel is the result of a decision or action violating or inconsistent with Company policy or practice, your right to be heard, without fear of retaliation, is assured by the established Company Complaint Procedure, which provides the following means for bringing such complaints to the attention of management:

1. An attempt should be made initially to reach a solution by discussing the matter with your immediate supervisor.

2. If a solution satisfactory to you is not reached through your immediate supervisor, then you should discuss the matter with either of the following, depending on your preference:
   a. Your appropriate department manager(s), or
   b. Your Regional Personnel Manager.

3. If a solution satisfactory to you is not reached in (2) above, you should present your complaint to the Regional Manager. Help in this appeal will be provided, at your option, by any of the managers mentioned in (2).

4. If a solution satisfactory to you still has not been reached, you should have your complaint considered by the Zone Vice President. It can be further appealed to the President of the Company, if necessary.

5. If you believe that it is not appropriate to follow the above listed steps in sequence, you may initiate the Complaint Procedure at any step.

VII. The Company will furnish you with application blanks and promotional materials. You agree not to use any printed matter, mail campaign letters, circulars, or advertisements until after we have approved them. All supplies furnished to you and all records which you have pertaining to Allstate policyholders are the property of the Company and will upon demand be promptly returned to us.

VIII. It is understood that you will reside in close proximity to your territory in order that you may make the most effective use of your time and effort. In any event, you agree that you will maintain your residence within the state(s) in which your territory is located and in the area served by your Regional Office, unless the Company gives you its written consent to reside elsewhere.

IX. This agreement is not transferable, and no rights or interests arising from it are subject to assignment except with our written consent.

X. All former employment contracts between you and Allstate are hereby cancelled. All compensation which otherwise may have been payable to you under the terms of such contracts is hereby waived.

XI. This agreement will automatically terminate upon your death. Either you or Allstate have the right to terminate this agreement upon mailing to the other, at his or its last known address, written notice of termination. After such termination you agree not to act or represent yourself in any way as our agent. The Company will not terminate your employment because of unsatisfactory work unless you have been notified that your work is unsatisfactory and that your job is in jeopardy and unless you have been given a reasonable opportunity to bring your performance up to satisfactory standards.

In no event shall an employee be released for any reason without the following review and approval procedure having been adhered to:

1. For employees with less than four years service, review and approval by the Regional Manager.

2. For employees with more than four years, but less than ten years service, additional review and approval by the Zone Personnel Manager and the Zone Vice President are required.

PAGE 9
PART FOUR (continued)

3 For employees with more than ten years service, review and approval in the Home Office by the Personnel Vice President are required in addition to the above.

XII. Any compensation payable under this agreement, or any supplement thereto, shall be payable only with respect to employment during the continuance of this agreement. When this agreement is terminated, your compensation for the month in which such termination occurs shall be determined as described below.

If such termination occurs at the end of a month, your compensation for such final month shall be calculated in accordance with Section II of PART THREE, but, more specifically, shall consist only of the following:

A. The amount of Monthly New Policy Compensation arrived at by applying the percentage applicable to the line written as specified in PART TWO to the net written premium on new policies recorded in your account during the month preceding such final month of your employment, plus

B. The amount of Monthly Renewal Compensation arrived at by applying the percentage applicable to the line written as specified in PART TWO to the net written premium on renewal policies recorded in your account during the two production quarters preceding the compensation quarter in which said final month falls, then totaling the resulting dollar amounts and dividing the total by six, plus

C. The amount of Monthly Career Supplement Compensation, if any, applicable to said final month.

The total amount of compensation thus determined for said final month shall in no event be less than the effective Monthly Minimum, if any, stated in PART ONE.

If, however, such termination occurs on a date other than the last day of a month, your compensation for the days during that month up to such termination date shall be calculated as though for the full month as above described but pro-rated in accordance with the number of such elapsed days in that month.

XIII. For a period of two years immediately following the termination of your employment under this agreement, you agree that you will not solicit or sell insurance of any kind

A. with respect to any person, company or organization to whom you previously sold an Allstate policy, or

B. within one mile from any Allstate location from which you solicited or sold insurance during the year immediately preceding such termination.

XIV. This document contains the whole agreement between you and Allstate and it shall not be altered or amended except by an agreement in writing signed by you and by Allstate's authorized manager.

IN WITNESS WHEREOF, you and the Company have indicated agreement, you by your signature and the Company by the signature of its authorized manager.

Agent
ALLSTATE INSURANCE COMPANY
ALLSTATE LIFE INSURANCE COMPANY
NATIONAL EMBLEM INSURANCE COMPANY

Manager
CAREER FOUNDATION AMENDMENT TO ALLSTATE AGENT COMPENSATION AGREEMENT

Your Allstate Agent Compensation Agreement is amended in the following respects:

1. The following specific requirement shall apply to your agreement during the first 36 full calendar months following the effective date thereof. At the end of each contract quarter, you must have accumulated compensation credits on "Life (except Group)" line net written premium at least equal to the Quarterly Validation Requirement Amount as specified in the Validation Schedule for the particular contract quarter, which appears on the last page of this amendment.

   Should your cumulative compensation credits not equal or exceed your Quarterly Validation Requirement Amount, you will receive an advance notice of termination of your employment which will be the only notice you will receive under the terms of this Amendment and constitutes full compliance with the termination of employment provisions of your agreement. The termination will take effect if the Quarterly Validation Requirement Amount is not met by the end of the following contract quarter.

2. During any initial partial calendar month and the first 36 full calendar months following the effective date of this agreement, the following provisions shall apply in lieu of Section II.A. of PART THREE, as amended:

   II. Compensation
   
   A. Basis of Compensation

      Monthly New Policy Compensation Based on Lines Other Than Life (except Group)

      For each month of your employment, you will be paid compensation with regard to net written premium on new policies other than Life (except Group) recorded in your account during the previous month, calculated in accordance with the percentage(s) applicable to the line written as specified in PART TWO.

      Monthly Renewal Compensation Based on Lines Other Than Life (except Group)

      For each month of your employment, you will be paid compensation with regard to net written premium on renewal policies other than Life (except Group) recorded in your account during the previous month, calculated in accordance with the percentage(s) applicable to the line written as specified in PART TWO.
3. **Monthly Career Supplement Compensation**

   For each month of your employment, you will be paid the applicable amount of Monthly Career Supplement Compensation, if any, specified in PART ONE.

4. **Total Monthly Compensation Based on Lines Other Than Life (except Group)**

   The Monthly New Policy Compensation, the Monthly Renewal Compensation, and the Monthly Career Supplement Compensation, all as calculated above with respect to each month of your employment, will constitute your entire compensation based on lines other than Life (except Group) for such month, except that, during the period in which your Monthly Minimum is effective, as stated in PART ONE, in no event will the total compensation based on lines other than Life (except Group) for each full month of employment be less than the specified Monthly Minimum.

5. **Monthly Compensation Based on Life (except Group) Line**

   For each month of your employment, you will be paid compensation with regard to net written premium on new and renewal Life (except Group) policies recorded in your account during the previous month, calculated in accordance with the percentage(s) applicable to the Life (except Group) line as specified in PART TWO, provided that:

   a. Your Total Monthly Compensation Based on Lines Other Than Life (except Group) as determined in preceding subsection 4., equals or exceeds your Monthly Minimum. or

   b. In the event your Monthly Minimum exceeds your Total Monthly Compensation Based on Lines Other Than Life (except Group) as determined in preceding subsection 4., your Monthly Compensation Based on Life (except Group) Line premium will be reduced by the excess but such reduction shall not exceed $150 a month during any initial partial calendar month and the first twelve full calendar months, $215 a month during the second twelve full calendar months, and $270 a month during the third twelve full calendar months, of employment under this agreement.

6. **Total Monthly Compensation Based on All Lines**

   Your Total Monthly Compensation Based on All Lines is the sum of the monthly compensation amounts calculated in preceding subsections 4. and 5. but will in no event be less than your Monthly Minimum.
Except as amended herein, the agreement between you and the Company remains unchanged.

IN WITNESS WHEREOF, you and the Company have indicated agreement. you by your signature and the Company by the signature of its authorized manager.

Agent

ALLSTATE INSURANCE COMPANY
ALLSTATE LIFE INSURANCE COMPANY
ALLSTATE INDEMNITY COMPANY
ALLSTATE ENTERPRISES, INC. and its subsidiary companies

Effective Date

Manager
AMENDMENT TO ALLSTATE AGENT COMPENSATION AGREEMENT

Your Allstate Agent Compensation Agreement is amended in the following respects:

1. Section I of PART TWO is amended to provide that the percentage applicable to the first renewal of an Automobile line policy initially issued for a term of six months (hereinafter called "first renewal policy") is 15% (6 1/2% on such policy issued by Allstate Indemnity Company). For all subsequent renewals of such policy, the Renewal Policy percentage of 6 1/2% applies.

2. Section II. A. 2. of PART THREE is deleted and the following substituted therefor:
   
   For each month of your employment, you will be paid compensation with regard to net written premium on renewal policies recorded in your account during the previous month, calculated in accordance with the percentage(s) applicable to the line written as specified in PART TWO.

3. Section II. B. 3. of PART THREE does not apply to an Automobile line policy having a term of six months. In lieu thereof, the following Added Coverage Compensation provision applies to an Automobile line policy having a term of six months:
   
   Except as otherwise provided in this agreement, the agent writing an added coverage to an Automobile line policy having a term of six months receives compensation interest in such coverage, as though for a personally secured new policy, but prorated to the next renewal date of the policy to which such coverage is added. The originating agent, if other than the writing agent, relinquishes compensation interest in the premium for the added coverage to such renewal date. At such renewal date, the originating agent will receive compensation interest, as though for a first renewal policy, in the net written premium for such coverage for the ensuing six months.

4. The second paragraph of Section II. B. 5. of PART THREE does not apply to an Automobile line policy having a term of six months. In lieu thereof, the following provision applies to an Automobile line policy having a term of six months:
   
   The agent, writing coverage for an additional automobile of a person (or resident spouse) already insured by us for an Automobile coverage, receives compensation interest in the net written premium for such coverage as though for a new policy, but prorated to the next renewal date of the policy to which such automobile is added. At such renewal date, the originating agent will receive compensation interest, as though for a first renewal policy, in the net written premium for the additional automobile for the ensuing six months. However, the automobile already insured must remain insured for at least 60 days after the additional automobile becomes covered, or the premium will be regarded as premium for insuring a replacement automobile.

5. The fourth paragraph of Section II. B. 5. of PART THREE does not apply to an Automobile line policy having a term of six months. In lieu thereof, the following provision applies to an Automobile line policy having a term of six months:
If an automobile policy written for an insured in either Allstate Insurance Company or
Allstate Indemnity Company is replaced in the other company by a policy having a term
of six months for the same insured with no lapse of coverage at the time of replacement,
the agent writing the latter policy receives compensation interest in the net written
premium for the first six months, as though for a new policy, and in the ensuing six
months, as though for a first renewal policy.

6. The following provision is added to the second paragraph of Section XI of PART FOUR:

The term "unsatisfactory work" relates to the quality of performance. Notification that
your job is in jeopardy is not required in the event of termination of employment for a
criminal act or an act of dishonesty, such as, by way of example but not limited to, the
following: improper remittance of Company funds, embezzlement, falsification of any
Company or industry plan documents completed or approved by you in the performance of
your duties, fraud or misrepresentation of material fact, or forgery. Such notification is
also not required in the event of termination of employment resulting from the violation
of a provision of Section II of PART FOUR of your agreement.

7. Section XII of PART FOUR is deleted and the following substituted therefor:

In the event of termination of this agreement, your final compensation shall be as follows:

A. If this agreement is terminated on the last day of a month, your compensation under
this agreement for such final month of employment will be calculated in accordance
with Section II. A. of PART THREE, as amended. Accordingly, any net written
premium recorded in your account during the month in which such termination occurs
will not be reflected in the calculation of the final compensation due you under this
agreement.

B. If this agreement is terminated on a date other than the last day of a month, your
compensation for those days employed during that partial month shall be calculated as
though for a full final month of employment, as described in A. above, but prorated in
accordance with the number of days elapsed in such final month through the date of
termination. Accordingly, any net written premium recorded in your account during
the month in which such termination occurs will not be reflected in the calculation of
the final compensation due you under this agreement.

Except as amended herein, the agreement between you and the Company remains unchanged.

IN WITNESS WHEREOF, you and the Company have indicated agreement, you by your
signature and the Company by the signature of its authorized manager.

ALLSTATE INSURANCE COMPANY
ALLSTATE LIFE INSURANCE COMPANY
ALLSTATE INDEMNITY COMPANY
ALLSTATE ENTERPRISES, INC. and
its subsidiary companies
AMENDMENT TO ALLSTATE AGENT COMPENSATION AGREEMENT

Your Allstate Agent Compensation Agreement is amended in the following respects:

1. The following Table of Percentages replaces the table in Section VII of PART TWO of your agreement:

<table>
<thead>
<tr>
<th>Policy or Rider</th>
<th>New Policy or New Rider</th>
<th>First Renewal Year</th>
<th>Second Renewal Year</th>
<th>Third and Subsequent Renewal Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Whole Life, Executive Plan, Execu-Plus, Executive Early Equity, Executive Plan High Value, Family Plans, Young American Plan, Mortgage Protection, Joint Mortgage Protection, 10 Year Renewable and Convertible Term, Execu-Term, Family Income</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Initial Coverage Amount of each Policy or Rider less than $100,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>45%</td>
<td>15%</td>
<td>7%</td>
<td>2%</td>
<td></td>
</tr>
<tr>
<td>Initial Coverage Amount of each Policy or Rider $100,000 or more</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>30%</td>
<td>10%</td>
<td>5%</td>
<td>2%</td>
<td></td>
</tr>
<tr>
<td>B. Life Paid Up at Age 65, College or Career, 20 Pay Life, Retirement Income, Retirement Security Plan, Endowment at Age 80</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>30%</td>
<td>10%</td>
<td>5%</td>
<td>2%</td>
<td></td>
</tr>
<tr>
<td>C. Annual Renewable and Convertible Term, Uniform Decreasing Term</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10%</td>
<td>10%</td>
<td>10%</td>
<td>2%</td>
<td></td>
</tr>
<tr>
<td>D. Group Conversions (any kind of policy or rider)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2%</td>
<td>2%</td>
<td>2%</td>
<td>2%</td>
<td></td>
</tr>
</tbody>
</table>
2. Non-Insurance Business

a. Allstate Enterprises, Inc. and its subsidiary companies are added as parties to the agreement. Accordingly, wherever the term "We", "Allstate", or "the Company" is used in the agreement it shall include Allstate Enterprises, Inc. and each of its subsidiary companies which you are authorized to represent.

b. "Non-Insurance business" shall mean finance loans, motor club memberships and such additional types of business other than insurance as the Company may authorize you to write.

c. The Company agrees that it will record compensation credits in your account on the non-insurance business which you write, to be calculated in accordance with the applicable compensation schedules and procedures in use by the Company.

d. For purposes of any provisions of your agreement which pertain to the termination thereof, the compensation credits recorded under this Amendment shall be treated in the same manner as compensation credits recorded with respect to net written premium on insurance policies.

3. Plan Business

"Plan Business" shall mean policies or coverages, on which Allstate is the insurer, placed through or reinsured with a plan, association or organization established pursuant to a statute or regulation or a cooperative plan of the insurance industry, to afford coverage for risks not generally acceptable for insurance.

Compensation on Plan Business will be included with the compensation otherwise payable under your agreement. The provisions of your agreement shall not apply to Plan Business except as provided in the Agents Procedure Manual.

Except as amended herein, the agreement between you and the Company remains unchanged.

IN WITNESS WHEREOF, you and the Company have indicated agreement, you by your signature and the Company by the signature of its authorized manager.

Agent

ALLSTATE INSURANCE COMPANY
ALLSTATE LIFE INSURANCE COMPANY
ALLSTATE INDEMNITY COMPANY
ALLSTATE ENTERPRISES, INC. and its subsidiary companies

Effective Date

Manager
HEALTH LINE AMENDMENT TO AGENT AGREEMENT

1 The provisions which appear as:

The third paragraph of Section II.B.4. of PART THREE of the Allstate Agent Compensation Agreement, Form R830 or R850:

- The third paragraph of Section II.B.3. of PART THREE of the Allstate Part-Time Agent Compensation Agreement, Form R465-1;

- Provision 4. of the Health Line Amendment to Allstate Agent Agreement, Form R676 or R677, which amends the Allstate Agreement, Form R451 or R460 or R465 or R466 or R611;

- Provision 6. of the Health Line Supplement to Agent Compensation Rider, Form R678 or R679, which supplements Agent Compensation Rider, Form R310 or R311 or R344 or R348;

are deleted and the following substituted therefor:

Such compensation interest will continue during this agreement so long as the line continues in force. A line shall be regarded as continuing in force while it continues effective, in the state(s) within which the agent's territory is located, for the insured named in the policy or the insured's spouse resident in the household. However, the Health line shall be regarded as continuing in force while it continues effective for any family member who remains eligible; and the Commercial Casualty or the Commercial Multi-peril or Workers' Compensation and Employers' Liability line will be regarded as continuing in force only while it continues effective for the insured named in the policy.
2. In Provision 5. of the Health Line Amendment to Allstate Agent Agreement, Form R676 or R677, which amends the Allstate Agreement, Form R451 or R460 or R611 or R465 or R466, that portion identified by the letter "a." is deleted, and the following is substituted therefor:

   a. with respect to casualty risks, or insurance on property situated outside the state in which your territory is located;

3. Provision 7. of the Health Line Amendment to Allstate Agent Agreement, Form R678 or R679, which supplements the Agent Compensation Rider, Form R310 or R311 or R344 or R348, shall not apply to the Health (except Group) line of insurance.

Except as amended herein, the agreement between you and the Company remains unchanged.

IN WITNESS WHEREOF, you and the Company have indicated agreement, you by your signature and the Company by the signature of its authorized manager.

Agent

ALLSTATE INSURANCE COMPANY
ALLSTATE LIFE INSURANCE COMPANY
ALLSTATE INDEMNITY COMPANY
ALLSTATE ENTERPRISES, INC. and its subsidiary companies

Effective Date  Manager

R1277
CAREER FOUNDATION AGREEMENT AMENDMENT
TO ALLSTATE AGENT COMPENSATION AGREEMENT

Your Allstate Agent Compensation Agreement is amended in the following respects:
The following specific requirement shall apply to your Agreement during the first 36 full
calendar months following the effective date thereof. You must have cumulative compensation
credits on "Life (except Group)" Line premium recorded in your account at the end of each
contract quarter at least equal to the Quarterly Validation Requirement specified on the
attached Validation Schedule that reflects your Monthly Minimum Compensation.
Should your cumulative compensation credits not equal or exceed your Quarterly Validation
Requirement, you will receive an advance notice of termination of your employment which will
be the only notice you will receive under the terms of this Amendment and constitutes full
compliance with the termination of employment provisions of your Agreement. The termination
will take effect if the Validation Requirement Amount is not met by the end of the following
contract quarter.
Except as amended herein, the Agreement between you and the Company remains unchanged.
IN WITNESS WHEREOF, you and the Company have indicated agreement, you by your
signature and the Company by the signature of its authorized manager.

---

ALLSTATE INSURANCE COMPANY
ALLSTATE LIFE INSURANCE COMPANY
ALLSTATE INDEMNITY COMPANY
ALLSTATE ENTERPRISES, INC. and
its subsidiary companies

Effective Date

Att: Validation Schedule for Monthly Minimum of $