Form 603

Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme: Mirabela Nickel Limited (**MBN**)

ACN/ARSN: 108 161 593

1. Details of substantial holder (1)

Name: Lord Abbett & Co, LLC (**Manager**), and the entities listed in Annexure A (**Associates**) (together, the **Substantial Holders**)

ACN/ARSN (if applicable): N/A

The holder became a substantial holder on: 24 June 2014

2. Details of voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Ordinary shares	73,833,425	73,833,425	7.94%

3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
The Manager	Relevant interest under sections 608(1)(b) and (c) of the *Corporations Act 2001* (Cth) (**Corporations Act**) in the ordinary shares held by the funds listed in section 4 of this form (**Managed Entities**), pursuant to the terms of the investment management agreements between the Manager and the Managed Entities , *a template of which agreements is attached as Annexure B*	73,833,425 ordinary shares

4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

	Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
1.	The Manager	Mirabela Investments Pty Ltd (**Bare Trustee**)	Lord Abbett Bond - Debenture Fund, Inc.	31,267,808 ordinary shares
2.	The Manager	The Bare Trustee	Lord Abbett Investment Trust - Lord Abbett Floating Rate Fund	8,606,818 ordinary shares
3.	The Manager	The Bare Trustee	Lord Abbett Investment Trust - Lord Abbett High Yield Fund	8,606,818 ordinary shares
4.	The Manager	The Bare Trustee	Lord Abbett Series Fund, Inc. - Bond-Debenture Portfolio	2,560,256 ordinary shares

5.	The Manager	The Bare Trustee	Golden Knight II CLO	1,416,311 ordinary shares
6.	The Manager	The Bare Trustee	LA US High Yield Bond Fund	5,861,352 ordinary shares
7.	The Manager	The Bare Trustee	Met Investors Series Trust - Bond Debenture Portfolio	5,556,301 ordinary shares
8.	The Manager	The Bare Trustee	MHAM US Income Open	217,894 ordinary shares
9.	The Manager	The Bare Trustee	Mizuho US High Yield Open	8,900,975 ordinary shares
10.	The Manager	The Bare Trustee	Teachers Retirement System of Oklahoma High Yield Portfolio	838,892 ordinary shares

5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder, is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		~~Cash~~	Non-cash	
The Manager	24 June 2014	The Managed Entities acquired their relevant interests in consideration for the compromise and extinguishment of their claims in respect of certain unsecured notes issued by MBN. The Manager did not provide any other consideration in respect of the acquisition of the relevant interests.		73,833,425 ordinary shares

6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

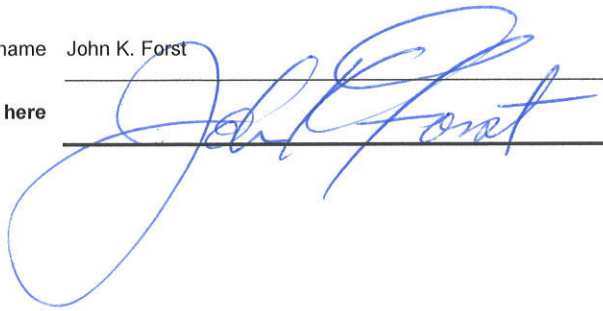
Name and ACN/ARSN (if applicable)	Nature of association
The Manager	The persons named in paragraph 3 and the Associates listed in Part 1 of Attachment A are associates of each other because they are controlled by the Manager (section 12(2)(a) of the Corporations Act).

7. Addresses

The addresses of persons named in this form are as follows:

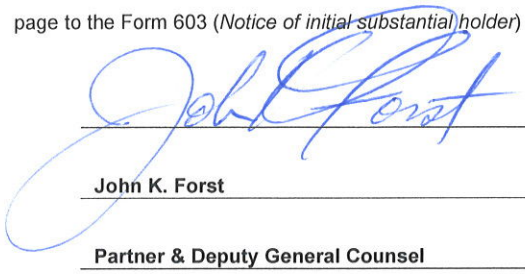
Name	Address
All persons named in this form	90 Hudson St, Jersey City, NJ 07302, United States

Signature

print name	John K. Forst	capacity	Partner, Deputy General Counsel
sign here		date	25 June 2014

Annexure "A"

This is annexure "A" of 1 page to the Form 603 (*Notice of initial substantial holder*) dated 25 June 2014.

Signature	
Name	**John K. Forst**
Capacity	**Partner & Deputy General Counsel**
Date	**25 June 2014**

Lord Abbett Distributor, LLC

Annexure "B"

This is annexure "B" of 55 pages to the Form 603 (*Notice of initial substantial holder*) dated 25 June 2014.

Signature	
Name	**John K. Forst**
Capacity	**Partner & Deputy General Counsel**
Date	**25 June 2014**

Addendum to Management Agreement between
Lord Abbett Bond-Debenture Fund, Inc.
and
Lord, Abbett & Co. LLC
Dated: January 1, 2006 (the "Agreement")

Lord, Abbett & Co. LLC ("Lord Abbett") and Lord Abbett Bond-Debenture Fund, Inc. (the "Fund") do hereby agree that the annual management fee rate for the Fund with respect to paragraph 2 of the Agreement shall be as follows: 0.50 of 1% of the first $500 million of the Fund's average daily net assets; 0.45 of 1% of the next $9.5 billion of such assets; and 0.40 of 1% of such assets in excess of $10 billion.

For purposes of Section 15 (a) of the Act, this Addendum and the Agreement shall together constitute the investment advisory contract of the Fund.

LORD, ABBETT & CO. LLC

BY: Lawrence H. Kaplan
Lawrence H. Kaplan
Member and General Counsel

LORD ABBETT
BOND-DEBENTURE FUND, INC.

BY: Christina T. Simmons
Christina T. Simmons
Vice President & Assistant Secretary

MANAGEMENT AGREEMENT

As in effect December 14, 1988

* * * * *

AGREEMENT as of the 15th day of March, 1971 by and between LORD ABBETT BOND-DEBENTURE FUND, INC., a Maryland corporation (hereinafter called the "Corporation"), and LORD, ABBETT & CO., a New York partnership (hereinafter called the "Investment Manager"), as amended on April 9, 1987.

WHEREAS, the Corporation desires to obtain the investment management services of the Investment Manager and the Investment Manager is willing to provide services of the nature desired upon the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants and of other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed as follows:

1. The Corporation hereby employs the Investment Manager under the terms and conditions of this Agreement, and the Investment Manager hereby accepts such employment and agrees to perform supervisory functions of the Corporation with respect to the investment and reinvestment of its property and assets (whether or not held in trust or in the custody of a bank or trust company subject to the Corporation's direction or control) including without limitation, the supervision of its investment portfolio and the recommendation of investment policies and procedures within the limitations set forth in the Corporation's Registration Statements on file with the Securities and Exchange Commission under the Securities Act of 1933 and the Investment Company Act of 1940.

The Investment Manager agrees to maintain an adequate organization of competent persons to perform the supervisory functions mentioned herein.

All recommendations with respect to the investment portfolio will be made to the Corporation's trading department which, with the approval of authorized officers of the Corporation, will execute all trades in accordance with the Corporation's investment procedures.

The Investment Manager reserves the right, in its discretion, to purchase or otherwise obtain statistical information and services from other sources, including affiliated persons of the Investment Manager.

Notwithstanding the provisions of this paragraph 1, the investment policies and procedures and all other action of the Corporation are, and shall at all times be, subject to the control and direction of its Board of Directors.

2. The Corporation agrees to pay the Investment Manager for its services under this Agreement and for the expenses assumed, a management fee computed and payable monthly at the annual rate of fifty one-hundredths (.50) of one percent (1%) of the value of the Corporation's average daily net assets that do not exceed $500,000,000 and forty-five one hundredths (.45) of one percent (1%) of the value of such assets in excess of $500,000,000. The value of the net assets of the Corporation shall include all assets held in trust or in custody of any bank, savings bank or trust company for the Corporation, subject to its control or direction, and shall be determined as provided in the Certificate of Incorporation of the Corporation. The fee shall be paid on the first day of each month for the preceding month.

3. It is understood that the services of the Investment Manager are not deemed to be exclusive, and nothing in this Agreement shall prevent the Investment Manager, or any officer, director, partner or employee thereof, from providing similar services to other investment companies and other

clients (whether or not their investment objectives and policies are similar to those of the Corporation) or to engage in other activities. When other clients of the Investment Manager desire to purchase or sell the same portfolio security at the same time as the Corporation, it is understood that such purchases and sales will be made as nearly as practicable on a pro rata basis in proportion to the amounts desired to be purchased or sold by each client.

4. The Corporation will, at its own expense, furnish to the Investment Manager periodic (but not less than semi-annual) audited statements of its books of account, including balance sheets and earnings statements, certified by certified public accountants satisfactory to the Investment Manager and all other information which may personally be required, from time to time, by the Investment Manager, and will, also at its own expense, at all times keep the Investment Manager fully advised as to the cash, securities and other property then comprising its assets, and furnish daily detailed price make-up sheets with respect to its investment portfolio and shares of its capital stock.

5. The Investment Manager shall be under no obligation to pay any fees, costs, expenses or other charges of the Corporation, except the compensation of its officers, the compensation, if any, of its directors who are affiliated with the Investment Manager, rental for its office space, and except for its ordinary and necessary office and clerical expenses relating to research, statistical work and the supervision of the Corporation's investment portfolio, to be performed by the Investment Manager under paragraph 1 of this Agreement. The Corporation will pay all other fees, costs, expenses or charges relating to its assets and operations, including without limitation, fees and expenses of its directors not affiliated with the Investment Manager, governmental fees, interest charges, taxes, association member-

ship dues, fees and charges for legal and auditing services; fees and expenses of any custodians or trustees with respect to custody of its assets; fees, charges and expenses of dividend disbursing agents, registrars and transfer agents (including the cost of keeping all necessary shareholder records and accounts, and handling any problems relating thereto, and the expense of furnishing to all shareholders statements of their accounts after every transaction, including the expense of amiling); cost and expense of repurchase and redemption of its shares; cost and expense of preparing, printing and mailing stock certificates and reports, notices and proxy statements to shareholders and cost of preparing reports to governmental agencies; brokerage fees and commissions of every kind and expenses in connection with the execution of portfolio security transactions (including the cost of any service or agency designed to facilitate the purchase and sale of portfolio securities); all postage; insurance premiums; and any other fee, cost, expense or charge of any kind not expressly assumed by the Investment Manager under this Agreement.

Notwithstanding any other provision of this Agreement, if expenses (including the management fee hereunder but excluding interest, taxes, brokerage fees and, where permitted, extraordinary expenses) borne by the Corporation in any fiscal year exceed expense limitations applicable to the Corporation imposed by state securities administrators, as such limitations may be lowered or raised from time to time, the Investment Manager will reimburse the Corporation for any such excess.

If the Investment Manager pays for other expenses of the Corporation or furnishes the Corporation with services the cost of which is to be borne by the Corporation under this Agreement, the Investment Manager shall not be

deemed to have waived its rights under this Agreement to have the Corporation pay for such expenses or provide such services in the future.

6. The Investment Manager agrees that it shall observe and be bound by all of the terms of the Certificate of Incorporation (including any amendments thereto) of the Corporation which shall in any way limit or restrict or prohibit or otherwise regulate any action by the Investment Manager.

7. The Investment Manager assumes no responsibility under this Agreement other than to render the services called for hereunder in good faith, and the Investment Manager shall not be held liable or accountable for any mistakes of law or fact, or for any error or omission of its officers, directors, partners or employees, or for any loss or damage arising or resulting therefrom suffered by the Corproation or any of its stockholders, creditors, directors or officers; provided, however, that nothing herein shall be deemed to protect the Investment Manager against any liability to the Corporation or to its shareholders by reason of willful misfeasance, bad faith or gross negligence in the performance of its duties hereunder, or by reason of the reckless disregard of its obligations and duties hereunder. The Investment Manager shall not be responsible for any action of the Board of Directors of the Corporation in following or declining to follow any advice or recommendation of the Investment Manager.

8. Neither this Agreement nor any other transaction between the parties hereto pursuant to this Agreement shall be invalidated or in any way affected by the fact that any or all of the directors, officers, stockholders, or other representatives of the Corporation are or may be interested in the Investment Manager, or any successor or assignee thereof, or that any or all of the directors, officers, partners, or other representatives of the Invest-

ment Manager are or may be interested in the Corporation, except as otherwise may be provided in the Investment Company Act of 1940. The Investment Manager in acting hereunder shall be an independent contractor and not an agent of the Corporation.

9. This Agreement shall become effective upon the effective date of the Registration Statement of the Corporation filed with the Securities and Exchange Commission in November 1970, and shall continue in force for two years from the date hereof, and is renewable annually thereafter by specific approval of the Board of Directors of the Corporation, including the vote of a majority of the directors who are not aprties to this Agreement or interested persons of the Investment Manager or of the Corporation, cast in person at a meeting called for the purpose of voting on such approval, or by vote of a majority of the outstanding voting securities of the Corporation. This Agreement may be terminated without penalty at any time by the Corporation upon 60 days' written notice. This Agreement shall automatically terminate in the event of its assignment. The terms "interested persons", "assignment" and "vote of a majority of the outstanding voting securities" shall have the same meanings as those terms are defined in the Investment Company Act of 1940.

10. The Investment Manager reserves the right to grant the use of the name "LORD ABBETT" or "LORD, ABBETT & CO..", or any derivative thereof, to any other investment company or business enterprise. The Investment Manager reserves the right to withdraw from the Corporation the use of the name "LORD ABBETT" and the use of its registered service mark; at such time of withdrawal of the right to use the name "LORD ABBETT", the Investment Manager agrees that the question of continuing this Agreement may be submitted to a

vote of the Corporation's shareholders. In the event of such withdrawal or the termination of this Agreement, for any reason, the Corporation will, on the written request of the Investment Manager, take such action as may be necessary to change its name and eliminate all reference to the words "LORD ABBETT" in any form, and will no longer use such registered service mark.

IN WITNESS WHEREOF the Corporation has caused this Agreement to be executed by its duly authorized officers and its corporate seal to be affixed hereto, and the Investment Manager has caused this Agreement to be executed by one of its partners, all on the day and year first above written.

LORD ABBETT BOND-DEBENTURE FUND, INC.

By /S/ JOHN M. McCARTHY
President

(Corporate Seal)

ATTEST:

/S/ THOMAS F. KONOP
Assistant Secretary

LORD, ABBETT & CO.

By /S/ KENNETH B. CUTLER
Partner

Addendum to Management Agreement between
Lord Abbett Bond-Debenture Fund, Inc.
and
Lord, Abbett & Co. LLC
Dated: January 1, 2006 (the "Agreement")

Lord, Abbett & Co. LLC ("Lord Abbett") and Lord Abbett Bond-Debenture Fund, Inc. (the "Fund") do hereby agree that the annual management fee rate for the Fund with respect to paragraph 2 of the Agreement shall be as follows: 0.50 of 1% of the first $500 million of the Fund's average daily net assets; 0.45 of 1% of the next $9.5 billion of such assets; and 0.40 of 1% of such assets in excess of $10 billion.

For purposes of Section 15 (a) of the Act, this Addendum and the Agreement shall together constitute the investment advisory contract of the Fund.

LORD, ABBETT & CO. LLC

BY: Lawrence H. Kaplan
Lawrence H. Kaplan
Member and General Counsel

LORD ABBETT
BOND-DEBENTURE FUND, INC.

BY: Christina T. Simmons
Christina T. Simmons
Vice President & Assistant Secretary

Addendum to Management Agreement between
Lord Abbett Investment Trust
and
Lord, Abbett & Co. LLC
Dated: December 14, 2007 (the "Addendum")

Lord, Abbett & Co. LLC ("Lord Abbett") and Lord Abbett Investment Trust (the "Trust"), on behalf of its Lord Abbett Floating Rate Fund (the "Fund"), do hereby agree that the annual management fee rate for the Fund with respect to paragraph 2 of the management agreement dated October 20, 1993 ("Management Agreement") shall be as follows: 0.50 of 1% of the first $1 billion of the Fund's average daily net assets, and 0.45 of 1% of such assets in excess of $1 billion.

For purposes of Section 15(a) of the Act, this Addendum, together with the Management Agreement and addenda thereto insofar as they have not been superseded, shall together constitute the investment advisory contract of the Trust.

LORD, ABBETT & CO. LLC

BY: _____
Lawrence H. Kaplan
Member and General Counsel

LORD ABBETT INVESTMENT TRUST

BY: _____
Lawrence B. Stoller
Vice President and Assistant Secretary

Addendum to Management Agreement between
Lord Abbett Investment Trust
and
Lord, Abbett & Co. LLC
Dated: December 1, 2005 (the "Agreement")

Lord, Abbett & Co. LLC ("Lord Abbett") and Lord Abbett Investment Trust, on behalf of its Lord Abbett High Yield Fund (the "Fund"), do hereby agree that the annual management fee rate for the Fund with respect to paragraph 2 of the Agreement shall be as follows: 0.60 of 1% of the first $1 billion of the Fund's average daily net assets; 0.55 of 1% of the next $1 billion of such assets; and 0.50 of 1% of such assets in excess of $2 billion.

For purposes of Section 15 (a) of the Act, this Addendum and the Agreement shall together constitute the investment advisory contract of the Fund.

LORD, ABBETT & CO. LLC

BY: Lawrence H. Kaplan
Lawrence H. Kaplan
Member and General Counsel

LORD ABBETT INVESTMENT TRUST

BY: Christina T. Simmons
Christina T. Simmons
Vice President & Assistant Secretary

MANAGEMENT AGREEMENT

AGREEMENT made as of this 20th day of October, 1993 by and between LORD ABBETT INVESTMENT TRUST, a Delaware business trust (hereinafter called the "Trust"), on behalf of each Series of the Trust (hereinafter called the "Series") and LORD, ABBETT & CO., a New York partnership (hereinafter called the "Investment Manager").

WHEREAS, the Trust, on behalf of each Series thereof, desires to obtain the investment management services of the Investment Manager and the Investment Manager is willing to provide services of the nature desired upon the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants and of other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed as follows:

1. The Trust, on behalf of each Series thereof, hereby employs the Investment Manager under the terms and conditions of this Agreement, and the Investment Manager hereby accepts such employment and agrees to perform supervisory functions of the Trust with respect to the investment and reinvestment of its property and assets (whether or not held in trust or in the custody of a bank or trust company subject to the Trust's direction or control) including, without limitation, the supervision of its investment portfolios and the recommendation of investment policies and procedures within the limitations set forth in the Trust's Registration Statement on file with the Securities and Exchange Commission under the Securities Act of 1933 and the Investment Company Act of 1940, as amended (the "Act").

The Investment Manager agrees to maintain an adequate organization of competent persons to perform the supervisory functions mentioned herein.

All recommendations with respect to the investment portfolios will be made to the Trust's trading department which, with the approval of authorized officers of the Trust, will execute all trades in accordance with the Trust's investment procedures.

The Investment Manager reserves the right, in its discretion, to purchase or otherwise obtain statistical information and services from other sources, including affiliated persons of the Investment Manager.

Notwithstanding the provisions of this paragraph 1, the investment policies and procedures and all other actions of the Trust are, and shall at all times be, subject to the control and direction of its trustees.

2. Each Series of the Trust will pay the Investment Manager for its services under this Agreement and for the expenses assumed an annual management fee computed and payable monthly, at a percentage of the average daily net assets of such Series as set forth in an Addendum to this Agreement between the Investment Manager and the Trust on behalf of such Series. The value of the net assets of the Series shall include all assets held in trust or in custody of any bank, savings bank or trust company for the Series, subject to its control or direction, and shall be determined as provided in the Declaration and Agreement of Trust of the Trust. The fee shall be paid on the first day of each month for the preceding month.

While recognizing that principal transactions, including riskless principal transactions, are not afforded the protection of the safe harbor in Section 28 (e) of the Securities Exchange Act of 1934, the Investment Manager may receive research and other statistical information from broker-dealers and from other sources and, in accordance with said Section 28(e), a broker-dealer may be paid a commission for a transaction involving portfolio securities of the Trust exceeding the amount another broker-dealer would have charged for the same transaction if it is determined by the Investment Manager in good faith that such amount of commission is reasonable in relation to the value of the research services provided by the executing broker-dealer, viewed in terms of either the particular transaction or the overall responsibilities of the Investment Manager with respect to the Trust and other accounts (investment companies and other investment clients) with respect to which it exercises investment discretion. Such research services may be used by the Investment Manager in serving all its accounts, and not all of such research services need necessarily be used by the Investment Manager in connection with its services to the Trust.

It is understood that any supplemental advisory or statistical services which may be provided to the Trust or to the Investment Manager from time to time by independent broker-dealers or persons other than the Investment Manager, for whatever reason, shall not reduce the amount of the fees payable to the Investment Manager hereunder. It is recognized that such supplementary advisory or statistical services may be useful to the Investment Manager and the

Trust, but their value is indeterminable and is not to be considered a substitute for the services provided by the Investment Manager hereunder.

3. It is understood that the services of the Investment Manager are not deemed to be exclusive, and nothing in this Agreement shall prevent the Investment Manager, or any officer, director, partner or employee thereof, from providing similar services to other investment companies and other clients (whether or not their investment objectives and policies are similar to those of the Trust) or to engage in other activities. When other clients of the Investment Manager desire to purchase or sell the same portfolio security at the same time as the Trust, it is understood that such purchases and sales will be made as nearly as practicable on a pro rata basis in proportion to the amounts desired to be purchased or sold by each client.

4. The Trust, on behalf of each Series thereof, will, at its own expense, furnish to the Investment Manager periodic (but not less than semi-annually) statements of its books of account, including balance sheets and earnings statements, and all other information which may reasonably be required, from time to time, by the Investment Manager, and will, at its own expense, at all times keep the Investment Manager fully advised as to the cash, securities and other property then comprising its assets, and furnish daily detailed price makeup sheets with respect to its investment portfolio and its shares of beneficial interest outstanding.

5. The Investment Manager shall be under no obligation to pay any fees, costs, expenses or other charges of the Trust, except for the compensation of its officers, the compensation, if any, of its trustees who are affiliated with the Investment Manager, the rental for its office space, and the ordinary and necessary office and clerical expenses relating to research, statistical work and supervision of each Series' investment portfolio, to be performed by the Investment Manager under paragraph 1 of this Agreement. Each Series of the Trust will pay its own fees, costs, expenses or charges relating to its assets and operations, including without limitation: office and clerical expenses not relating to research, statistical work and supervision of its investment portfolio; fees and expenses of trustees not affiliated with the Investment Manager; governmental fees; interest charges; taxes; association membership dues; fees and charges for legal and auditing services; fees and expenses of any custodians or trustees with respect to custody of its assets; fees, charges and expenses of dividend disbursing agents, registrars and transfer agents (including the cost of keeping all necessary shareholder records and accounts, and of handling any problems relating thereto and the expense of furnishing to all shareholders statements of their accounts after every transaction including the expense of mailing); costs and expenses of repurchase and redemption of its shares; costs and expenses of preparing, printing and mailing to shareholders ownership certificates, proxy statements and materials, prospectuses, reports and notices; costs of preparing reports to governmental agencies; brokerage fees and commissions of

every kind and expenses in connection with the execution of portfolio security transactions (including the cost of any service or agency designed to facilitate the purchase and sale of portfolio securities); and all postage, insurance premiums, and any other fee, cost, expense or charge of any kind incurred by and on behalf of the Trust and not expressly assumed by the Investment Manager under this Agreement.

Notwithstanding the above, to encourage sales of shares of beneficial interest in any Series of the Trust, the Investment Manager may, but is not required to, waive its fee hereunder attributable to such Series and directly pay or reimburse the Trust for any portion of the operating expenses of such Series not expressly assumed by the Investment Manager under this Agreement. The amount of any such expenses so voluntarily paid or reimbursed by the Investment Manager shall be paid back to the Investment Manager by the applicable Series of the Trust without interest to the extent provided as follows. No such pay-back will be made prior to the first day of the calendar quarter after the net assets of such Series first reach $50 million (the "commencement date"). Thereafter, until the first day of the calendar quarter after the net assets for such Series first reach $100 million (the "recalculation date"), if the ratio of operating expenses of such Series (determined before taking into account any fee waiver or payment or reimbursement of expenses by the Investment Manager) to average net assets ("expense ratio") is less than the percentage set forth in an Addendum to this Agreement between the Investment Manager and the Trust on behalf of such

Series, such Series shall repay the Investment Manager an amount equal in dollars to the difference between the expenses included in the determination of such expense ratio and the expenses required to achieve such percentage set forth in the addendum to this Agreement. The expense ratios will be determined on a full fiscal year basis and, if the commencement date does not begin at the start of a fiscal year, the determination will be based on the remaining portion of the fiscal year annualized. Beginning with the recalculation date, the reimbursement of expenses shall be measured by the difference between the expenses included in the determination of such expense ratio and those at an expense ratio set forth in an Addendum to this Agreement between the Investment Manager and the Trust on behalf of such Series. Any such repayments shall be made promptly (but in any event within 60 days) after the end of the fiscal years of the Series with respect to which they are payable, and no such repayment shall exceed the amount of the expenses of the applicable Series paid or reimbursed by the Investment Manager and not previously paid back. The amount of any expenses of a Series paid or reimbursed that is subject to the repayment provisions of this paragraph and not repaid as provided above prior to termination of this Agreement, or by the end of the fifth full fiscal year after the commencement date that shares of the Series are first publicly sold, whichever first occurs, shall not be repaid to the Investment Manager.

Notwithstanding any other provision of this Agreement, if expenses (including management fees hereunder but excluding interest, taxes, brokerage fees, and where permitted, extraordinary expenses)

borne by the Trust in any fiscal year exceed expense limitations applicable to the Trust imposed by state securities administrators, as such limitations may be lowered or raised from time to time, the Investment Manager will reimburse the applicable Series of the Trust for any such excess. If the Investment Manager pays for other expenses of the Trust or furnishes without charge to the Trust services the cost of which is to be borne by the Trust under this Agreement, the Investment Manager shall not be deemed to have waived its rights under this Agreement to have the Trust pay for such expenses or provide or pay for such services in the future. The Investment Manager may also advance the payment of expenses, subject to reimbursement by the Trust in the ordinary course of business.

6. The Investment Manager agrees that it shall observe and be bound by all of the provisions of the Declaration and Agreement of Trust (including any amendments thereto) of the Trust which shall in any way limit or restrict or prohibit or otherwise regulate any action by the Investment Manager.

7. Other than to abide by the provisions hereof and render the services called for hereunder in good faith, the Investment Manager assumes no responsibility under this Agreement and, having so acted, the Investment Manager shall not be held liable or accountable for any mistakes of law or fact, or for any error or omission of its officers, directors, partners or employees, or for any loss or damage arising or resulting therefrom suffered by the Trust or any of its shareholders, creditors, trustees or officers; provided however, that nothing herein shall be deemed to protect the Investment Manager

against any liability to the Trust or to its shareholders by reason of willful misfeasance, bad faith or gross negligence in the performance of its duties hereunder, or by reason of the reckless disregard of its obligations and duties hereunder. The Investment Manager shall not be responsible for any action of the Trustees of the Trust in following or declining to follow any advice or recommendation of the Investment Manager.

8. Neither this Agreement nor any other transaction between the parties hereto pursuant to this Agreement shall be invalidated or in any way affected by the fact that any or all of the trustees, officers, shareholders, or other representatives of the Trust are or may be interested in the Investment Manager, or any successor or assignee thereof, or that any or all of the officers, partners, or other representatives of the Investment Manager are or may be interested in the Trust, except as otherwise may be provided in the Act. The Investment Manager in acting hereunder shall be an independent contractor and not any agent of the Trust.

9. This Agreement shall become effective upon the date hereof and shall continue in force until January 30, 1995, and is renewable annually thereafter by specific approval of the trustees of the Trust or by vote of a majority of the outstanding voting securities of the Trust; any such renewal shall be approved by the vote of a majority of the trustees who are not parties to this Agreement or interested persons of the Investment Manager or of the Trust, cast in person at a meeting called for the purpose of voting on such renewal.

This Agreement may be terminated without penalty at any time by the trustees of the Trust on 60 days' written notice. This Agreement shall automatically terminate in the event of its assignment. The terms "interested persons", "assignment" and "vote of a majority of the outstanding voting securities" shall have the same meaning as those terms are defined in the Act.

10. The Investment Manager reserves the right to grant the use of the name "LORD ABBETT" or "LORD, ABBETT & CO.", or any derivative thereof, or any other part of the name of the Trust or any Series, to any other investment company, any series of an investment company or any business enterprise. The Investment Manager reserves the right to withdraw from the Trust the use of the name "LORD ABBETT" and the use of its registered service mark; at such time of withdrawal of the right to use the name "LORD ABBETT", the Investment Manager agrees that the question of continuing this Agreement may be submitted to a vote of the Trust's shareholders. In the event of such withdrawal or the termination of this Agreement, for any reason, the Trust will, on the written request of the Investment Manager, take such action as may be necessary to change its name and eliminate all reference to the words "LORD ABBETT" in any form, and will no longer use such registered service mark.

11. The obligations of the Trust, including those imposed hereby, are not personally binding upon, nor shall resort be had to the private property of, any of the trustees, shareholders, officers, employees or agents of the Trust individually, but are binding only upon the assets and property of the Trust. Any and all personal

liability, either at common law or in equity, or by statute or constitution, of every such trustee, shareholder, officer, employee or agent for any breach by the Trust of any agreement, representation or warranty hereunder is hereby expressly waived as a condition of and in consideration for the execution of this Agreement by the Trust.

IN WITNESS WHEREOF, the Trust has caused this Agreement to be executed by its duly authorized officers and its seal to be affixed hereto, and the Investment Manager has caused this Agreement to be executed by one of its partners all on the day and year first above written.

LORD ABBETT INVESTMENT TRUST

By: _____
Chairman of the Board

_____
Assistant Secretary

LORD, ABBETT & CO.

By: _____
A Partner

Addendum to Management Agreement between
Lord Abbett Series Fund, Inc.
and
Lord, Abbett & Co. LLC
Dated: January 1, 2006 (the "Agreement")

Lord, Abbett & Co. LLC ("Lord Abbett") and Lord Abbett Series Fund, Inc., on behalf of its Bond-Debenture Portfolio (the "Fund"), do hereby agree that the annual management fee rate for the Fund with respect to paragraph 2 of the Agreement shall be as follows: 0.50 of 1% of the first $1 billion of the Fund's average daily net assets; and 0.45 of 1% of such assets in excess of $1 billion.

For purposes of Section 15 (a) of the Act, this Addendum and the Agreement shall together constitute the investment advisory contract of the Fund.

LORD, ABBETT & CO. LLC

BY: Lawrence H. Kaplan
Lawrence H. Kaplan
Member and General Counsel

LORD ABBETT SERIES FUND, INC.

BY: Christina T. Simmons
Christina T. Simmons
Vice President & Assistant Secretary

MANAGEMENT AGREEMENT

AGREEMENT made this 1st day of December, 1989 by and between LORD ABBETT SERIES FUND, INC., a Maryland corporation (hereinafter called the "Corporation") and LORD, ABBETT & CO., a New York partnership (hereinafter called the "Investment Manager").

WHEREAS, the Corporation and each Series thereof desires to obtain the investment management services of the Investment Manager and the Investment Manager is willing to provide services of the nature desired upon the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants and of other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed as follows:

1. Each Series through the Corporation hereby employs the Investment Manager under the terms and conditions of this Agreement, and the Investment Manager hereby accepts such employment and agrees to perform supervisory functions of the Corporation with respect to the investment and reinvestment of its property and assets (whether or not held in trust or in the custody of a bank or trust company subject to the Corporation's direction or control) including, without limitation, the supervision of its investment portfolios and the recommendation of investment policies and procedures within the limitations set forth in the Corporation's Registration Statement on file with

the Securities and Exchange Commission under the Securities Act of 1933 and the Investment Company Act of 1940.

The Investment Manager agrees to maintain an adequate organization of competent persons to perform the supervisory functions mentioned herein.

All recommendations with respect to the investment portfolios will be made to the Corporation's trading department which, with the approval of authorized officers of the Corporation, will execute all trades in accordance with the Corporation's investment procedures.

The Investment Manager reserves the right, in its discretion, to purchase or otherwise obtain statistical information and services from other sources, including affiliated persons of the Investment Manager.

Notwithstanding the provisions of this paragraph 1, the investment policies and procedures and all other actions of the Corporation are, and shall at all times be, subject to the control and direction of its Board of Directors.

2. Each Series of the Corporation agrees to pay the Investment Manager for its services under this Agreement and for the expenses assumed, a management fee computed and payable monthly at the following annual rates: .50 of one percent (1%) of the value of the Growth and Income Series' average daily net assets; .75 of one percent (1%) of the value of the Growth Series' average daily net assets; and .75 of one percent (1%) of the value of the Global Equity Series' average net assets. The

value of the net assets of each Series shall include all assets of such Series held in trust or in custody of any bank, savings bank or trust company for the Corporation, subject to its control or direction, and shall be determined as provided in the Articles of Incorporation of the Corporation. The fee shall be paid on the first day of each month for the preceding month.

The Investment Manager may receive research and other statistical information from broker-dealers and from other sources and, in accordance with section 28(e) of the Securities Exchange Act of 1934, a broker-dealer may be paid a commission for a transaction involving portfolio securities of the Corporation exceeding the amount another broker-dealer would have charged for the same transaction if it is determined by the Investment Manager in good faith that such amount of commission is reasonable in relation to the value of the research services provided by the executing broker-dealer, viewed in terms of either the particular transaction or the overall responsibilities of the Investment Manager with respect to the Corporation and other accounts (investment companies and other investment clients) with respect to which it exercises investment discretion. Such research services may be used by the Investment Manager in serving all its accounts, and not all of such research services need necessarily be used by the Investment Manager in connection with its services to the Corporation.

It is understood that any supplemental advisory or statistical services which may be provided to the Corporation or

to the Investment Manager from time to time by independent broker-dealers or persons other than the Investment Manager, for whatever reason, shall not reduce the amount of the fees payable to the Investment Manager hereunder. It is recognized that such supplementary advisory or statistical services may be useful to the Investment Manager and the Corporation, but their value is indeterminable and is not to be considered a substitute for the services provided by the Investment Manager hereunder.

3. It is understood that the services of the Investment Manager are not deemed to be exclusive, and nothing in this Agreement shall prevent the Investment Manager, or any officer, director, partner or employee thereof, from providing similar services to other investment companies and other clients (whether or not their investment objectives and policies are similar to those of the Corporation) or to engage in other activities. When other clients of the Investment Manager desire to purchase or sell the same portfolio security at the same time as the Corporation, it is understood that such purchases and sales will be made as nearly as practicable on a pro rata basis in proportion to the amounts desired to be purchased or sold by each client.

4. Each Series of the Corporation will, at its own expense, furnish to the Investment Manager periodic (but not less than semi-annually) statements of its books of account, including balance sheets and earnings statements, and all other information which may reasonably be required, from time to time, by the

Investment Manager, and will, at its own expense, at all times keep the Investment Manager fully advised as to the cash, securities and other property then comprising its assets, and furnish daily detailed price makeup sheets with respect to each of its investment portfolios and shares of each class of its capital stock outstanding.

5. The Investment Manager shall be under no obligation to pay any fees, costs, expenses or other charges of any Series of the Corporation, except for the compensation of its officers, the compensation, if any, of its directors who are affiliated with the Investment Manager, the rental for its office space, and the ordinary and necessary office and clerical expenses relating to research, statistical work and supervision of the Corporation's investment portfolio, to be performed by the Investment Manager under paragraph 1 of this Agreement. Each Series of the Corporation will pay its own fees, costs, expenses or charges relating to its assets and operations, including without limitation: office and clerical expenses not relating to research, statistical work and supervision of the Corporation's investment portfolio; fees and expenses of directors not affiliated with the Investment Manager; governmental fees; interest charges; taxes; association membership dues; fees and charges for legal and auditing services; fees and expenses of any custodians or trustees with respect to custody of its assets; fees, charges and expenses of dividend disbursing agents, registrars and transfer agents (including the cost of keeping all

necessary shareholder records and accounts, and of handling any problems relating thereto and the expense of furnishing to all shareholders statements of their accounts after every transaction including the expense of mailing); cost and expenses of repurchase and redemption of its shares; cost and expenses of preparing, printing and mailing to shareholders stock certificates, proxy statements and material, prospectuses, reports and notices; costs of preparing reports to governmental agencies; brokerage fees and commissions of every kind and expenses in connection with the execution of portfolio security transactions (including the cost of any service or agency designed to facilitate the purchase and sale of portfolio securities); and all postage, insurance premiums, and any other fee, cost, expense or charge of any kind incurred by and on behalf of the Corporation and not expressly assumed by the Investment Manager under this Agreement.

Notwithstanding any other provision of this Agreement, if expenses (including the management fee hereunder but excluding interest, taxes, brokerage fees, and where permitted, extraordinary expenses) borne by the Corporation in any fiscal year exceed expense limitations applicable to the Corporation imposed by state securities administrators, as such limitations may be lowered or raised from time to time, the Investment Manager will reimburse the applicable Series of the Corporation for any such excess. If the Investment Manager pays for other expenses of the Corporation or furnishes without charge to the

Corporation services the cost of which is to be borne by the Corporation under this Agreement, the Investment Manager shall not be deemed to have waived its rights under this Agreement to have the Corporation pay for such expenses or provide or pay for such services in the future.

6. The Investment Manager agrees that it shall observe and be bound by all of the provisions of the Articles of Incorporation (including any amendments thereto) of the Corporation which shall in any way limit or restrict or prohibit or otherwise regulate any action by the Investment Manager.

7. Other than to abide by the provisions hereof and render the services called for hereunder in good faith, the Investment Manager assumes no responsibility under this Agreement and, having so acted, the Investment Manager shall not be held liable or accountable for any mistakes of law or fact, or for any error or omission of its officers, directors, partners or employees, or for any loss or damage arising or resulting therefrom suffered by the Corporation or any of its stockholders, creditors, directors or officers; provided however, that nothing herein shall be deemed to protect the Investment Manager against any liability to the Corporation or to its stockholders by reason of willful misfeasance, bad faith or gross negligence in the performance of its duties hereunder, or by reason of the reckless disregard of its obligations and duties hereunder. The Investment Manager shall not be responsible for any action of the Board of Directors

of the Corporation in following or declining to follow any advice or recommendation of the Investment Manager.

8. Neither this Agreement nor any other transaction between the parties hereto pursuant to this Agreement shall be invalidated or in any way affected by the fact that any or all of the directors, officers, stockholders, or other representatives of the Corporation are or may be interested in the Investment Manager, or any successor or assignee thereof, or that any or all of the directors, officers, partners, or other representatives of the Investment Manager are or may be interested in the Corporation, except as otherwise may be provided in the Investment Company Act of 1940, as amended. The Investment Manager in acting hereunder shall be an independent contractor and not any agent of the Corporation.

9. This Agreement shall become effective upon the effective date of the Registration Statement of the Corporation, and shall continue in force for two years from the date thereof, and is renewable annually thereafter by specific approval of the Board of Directors of the Corporation or by vote of a majority of the outstanding voting securities of the Corporation; any such renewal shall be approved by the vote of a majority of the directors who are not parties to this Agreement or interested persons of the Investment Manager or of the Corporation, cast in person at a meeting called for the purpose of voting on such renewal.

This Agreement may be terminated without penalty at any time by the Board of Directors of the Corporation on 60 days' written notice. This Agreement shall automatically terminate in the event of its assignment. The terms "interested persons", "assignment" and "vote of a majority of the outstanding voting securities" shall have the same meaning as those terms are defined in the Investment Company Act of 1940 as amended.

10. The Investment Manager reserves the right to grant the use of the name "LORD ABBETT" OR "LORD, ABBETT & CO.", or any derivative thereof, to any other investment company or business enterprise. The Investment Manager reserves the right to withdraw from the Corporation the use of the name "LORD ABBETT" and the use of its registered service mark; at such time of withdrawal of the right to use the name "LORD ABBETT", the Investment Manager agrees that the question of continuing this Agreement may be submitted to a vote of the Corporation's shareholders. In the event of such withdrawal or the termination of this Agreement, for any reason, the Corporation will, on the written request of the Investment Manager, take such action as may be necessary to change its name and eliminate all reference to the words "LORD ABBETT" in any form, and will no longer use such registered service mark.

IN WITNESS WHEREOF, the Corporation has caused this Agreement to be executed by its duly authorized officers and its corporate seal to be affixed hereto, and the Investment Manager

has caused this Agreement to be executed by one of its partners all on the day and year first above written.

LORD ABBETT SERIES FUND, INC.

By: _____
Chairman of the Board

_____
Assistant Secretary

LORD, ABBETT & CO.

By: _____
A Partner

Lord Abbett Series Fund, Inc.

Dated as of March 17, 1999

Addendum to Management
Agreement between Lord Abbett
Series Fund, Inc. and Lord, Abbett & Co.
Dated December 1, 1989 (the "Agreement")

Lord, Abbett & Co. ("Lord Abbett") and Lord Abbett Series Fund, Inc. (the "Fund") on behalf of the following three classes of the Fund (each a "Portfolio"), the International Portfolio, the Bond-Debenture Portfolio and the Mid-Cap Value Portfolio, do hereby agree that the annual management fee rate for each Portfolio with respect to paragraph 2 of the Agreement shall be as follows: 1.00% of the average daily net assets of the International Portfolio, .50% of the average daily net assets of the Bond-Debenture Portfolio and .75% of the average daily net assets of the Mid-Cap Value Portfolio.

For purposes of Section 15 (a) of the Investment Company Act of 1940, as amended, this Addendum and the Agreement shall together constitute the investment advisory contract of the Fund.

LORD, ABBETT & CO.

BY: Paul H. Hilstad
Partner

LORD ABBETT SERIES FUND, INC.
(on behalf of the International Portfolio, the Bond-Debenture Portfolio
and the Mid-Cap Value Portfolio)

BY: Lawrence H. Kaplan
Vice President

Dated: March 17, 1999

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Lord Abbett Series Fund, Inc.

Dated as of March 14, 2003

Addendum to Management Agreement
between Lord Abbett Series Fund, Inc.
and Lord, Abbett & Co. LLC
Dated December 1, 1989 (the "Agreement")

Lord, Abbett & Co. LLC ("Lord Abbett") and Lord Abbett Series Fund, Inc. (the "Fund") on behalf of the following three classes of the Fund (each a "Portfolio"), the All Value Portfolio, the America's Value Portfolio and the Growth Opportunities Portfolio, do hereby agree that the annual management fee rate for each Portfolio with respect to paragraph 2 of the Agreement shall be as follows: .75% of the average daily net assets of the All Value Portfolio, .75% of the average daily net assets of the America's Value Portfolio and .90% of the average daily net assets of the Growth Opportunities Portfolio.

For purposes of Section 15 (a) of the Investment Company Act of 1940, as amended, this Addendum and the Agreement shall together constitute the investment advisory contract of the Fund.

LORD, ABBETT & CO. LLC

BY: _____
Robert S. Dow
Managing Member

LORD ABBETT SERIES FUND, INC.
(on behalf of the All Value Portfolio, the America's Value Portfolio
and the Growth Opportunities Portfolio)

BY: _____
Paul A. Hilstad
Vice President and Secretary

Dated: March 14, 2003

Lord Abbett Series Fund, Inc.

Dated as of April 13, 2005

Addendum to Management Agreement
between Lord Abbett Series Fund, Inc.
and Lord, Abbett & Co. LLC
Dated December 1, 1989 (the "Agreement")

Lord, Abbett & Co. LLC ("Lord Abbett") and Lord Abbett Series Fund, Inc. (the "Fund") on behalf of the following class of the Fund (each a "Portfolio"), the Large-Cap Core Portfolio, do hereby agree that the annual management fee rate for the Portfolio with respect to paragraph 2 of the Agreement shall be as follows:

.70 of the first $1 billion of average daily net assets,
.65 of 1% of the next $1 billion, and
.60 of 1% of such assets over $2 billion.

For purposes of Section 15 (a) of the Investment Company Act of 1940, as amended, this Addendum and the Agreement shall together constitute the investment advisory contract of the Fund.

LORD, ABBETT & CO. LLC

BY: _____
Robert S. Dow
Managing Member

LORD ABBETT SERIES FUND, INC.
(on behalf of the Large-Cap Core Portfolio)

BY: _____
Lawrence H. Kaplan
Vice President and Assistant Secretary

Dated: April 13, 2005

Addendum to Management Agreement
between Lord Abbett Series Fund, Inc. and
Lord, Abbett & Co. LLC
Dated June 10, 1992 (the "Agreement")

Effective May 1, 2004, Lord, Abbett & Co. LLC and Lord Abbett Series Fund, Inc. (the "Corporation") on behalf of a series of the Corporation, Growth Opportunities Portfolio ("Fund"), do hereby agree that the annual management fee rate for the Fund with respect to paragraph 2 of the Agreement shall be reduced from .90 of 1% of the value of the Fund's average daily net assets to the following schedule:

.80 of 1% of the first $1 billion of average daily net assets.
.75 of 1% of the next $1 billion, and
.70 of 1% of the next $1 billion, and
.65 of 1% of assets over $3 billion.

For purposes of Section 15 (a) of the Act, this Addendum and the Agreement shall together constitute the investment advisory contract of the Fund.

LORD, ABBETT & CO. LLC

By: Paul A Hilstad
Paul A. Hilstad, Partner

LORD ABBETT SERIES FUND, INC.
(on behalf of Growth Opportunities Portfolio)

By: Christina T. Simmons
Christina T. Simmons,
Vice President and Assistant Secretary

Dated: March 1, 2004

Addendum to Management Agreement between
Lord Abbett Series Fund, Inc.
and
Lord, Abbett & Co. LLC
Dated: January 1, 2006 (the "Agreement")

Lord, Abbett & Co. LLC ("Lord Abbett") and Lord Abbett Series Fund, Inc., on behalf of its Growth and Income Portfolio (the "Fund"), do hereby agree that the annual management fee rate for the Fund with respect to paragraph 2 of the Agreement shall be as follows: 0.50 of 1% of the first $1 billion of the Fund's average daily net assets; and 0.45 of 1% of such assets in excess of $1 billion.

For purposes of Section 15 (a) of the Act, this Addendum and the Agreement shall together constitute the investment advisory contract of the Fund.

LORD, ABBETT & CO. LLC

BY: Lawrence H. Kaplan
Lawrence H. Kaplan
Member and General Counsel

LORD ABBETT SERIES FUND, INC.

BY: Christina T. Simmons
Christina T. Simmons
Vice President & Assistant Secretary

Addendum to Management Agreement between
Lord Abbett Series Fund, Inc.
and
Lord, Abbett & Co. LLC
Dated: January 1, 2006 (the "Agreement")

Lord, Abbett & Co. LLC ("Lord Abbett") and Lord Abbett Series Fund, Inc., on behalf of its Bond-Debenture Portfolio (the "Fund"), do hereby agree that the annual management fee rate for the Fund with respect to paragraph 2 of the Agreement shall be as follows: 0.50 of 1% of the first $1 billion of the Fund's average daily net assets; and 0.45 of 1% of such assets in excess of $1 billion.

For purposes of Section 15 (a) of the Act, this Addendum and the Agreement shall together constitute the investment advisory contract of the Fund.

LORD, ABBETT & CO. LLC

BY: Lawrence H. Kaplan
Lawrence H. Kaplan
Member and General Counsel

LORD ABBETT SERIES FUND, INC.

BY: Christina T. Simmons
Christina T. Simmons
Vice President & Assistant Secretary

Addendum to Management Agreement between
Lord Abbett Series Fund, Inc.
And
Lord, Abbett & Co. LLC
Dated: January 1, 2006 (the "Agreement")

Lord, Abbett & Co. LLC ("Lord Abbett") and Lord Abbett Series Fund, Inc. with respect to the All Value Portfolio, America's Value Portfolio, International Portfolio, and Mid-Cap Value Portfolio (each a "Portfolio" and collectively the "Portfolios"), do hereby agree that the annual management fee rate for each Portfolio with respect to paragraph 2 of the Agreement shall be as follows: 0.75 of 1% of the first $1 billion of the Fund's average daily net assets; 0.70 of 1% of the next $1 billion of such assets; and 0.65 of 1% of such assets in excess of $2 billion.

For purposes of Section 15 (a) of the Act, this Addendum and the Agreement shall together constitute the investment advisory contract of the Portfolios.

LORD, ABBETT & CO. LLC

BY: Lawrence H. Kaplan
Lawrence H. Kaplan
Member and General Counsel

LORD ABBETT SERIES FUND, INC.

BY: Christina T. Simmons
Christina T. Simmons
Vice President & Assistant Secretary

INVESTMENT MANAGEMENT AGREEMENT

THIS AGREEMENT (the "Agreement") is made as of the __ day of _____, 2014 between Lord, Abbett & Co. LLC, a limited liability company organized under the laws of Delaware (the "Adviser"), and _____, a _____ under the laws of _____ (the "Client").

1. Appointment of Investment Adviser; Acceptance of Appointment. The Client hereby appoints the Adviser as an investment adviser to the Account (as defined in Section 4) for the purpose of selecting and placing transactions which are in compliance with the Account's Investment Guidelines (as defined in Section 2) and the Adviser hereby accepts such appointment.

2. Discretion; Management of Account and Powers of Adviser. (a) The Adviser is hereby authorized to supervise and direct the investment and reinvestment of assets in the Account, with full authority and at its discretion (without reference to the Client), on the Client's behalf and at the Client's risk, subject to the written investment restrictions and guidelines attached hereto as Appendix A (the "Investment Guidelines"). An investment's compliance with the Investment Guidelines shall be determined on the date of purchase only, based upon the price and characteristics of the investment on the date of purchase compared to the value and characteristics of the Account as of the most recent valuation date; the Investment Guidelines shall not be deemed breached as a result of changes in value or status of an investment following purchase. The Adviser's authority and discretion hereunder shall include, without limitation, the power to buy, sell, retain and exchange investments and effect transactions; and other powers as the Adviser deems appropriate in relation to investing and executing transactions for the Account. The Client hereby authorizes the Adviser to open accounts and enter into and execute trading agreements and other documents, indemnities and representation letters in the name of, binding against and on behalf of the Client for all purposes necessary or desirable in the Adviser's view to effectuate the Adviser's activities under this Agreement.

(b) The Client may from time to time amend the Investment Guidelines. The Adviser will not be bound to follow any amendment to the Investment Guidelines, however, until it has received actual written notice of the amendment from the Client and has agreed to accept such amendment. All transactions effected for the Account will be deemed to be in compliance with the Investment Guidelines unless written notice to the contrary is received by the Adviser from the Client within 30 days following the first issue of the periodic report containing such transactions.

3. Portfolio Transactions. (a) The Adviser will place orders for the execution of transactions for the Account in accordance with the policies and practices described in Part 2 of the Adviser's Form ADV as may be amended from time to time.

(b) The Client authorizes the Adviser, at the Adviser's discretion, to combine or aggregate ("batch") orders for the Account with orders of other clients and to allocate the aggregate amount of the investment among accounts (including accounts in which the Adviser, its affiliates and/or their personnel have beneficial interests) in the manner in which the Adviser shall determine appropriate. The Adviser's current policies and practices with regard to batching of orders are described in Part 2A of the Adviser's Form ADV as may be amended from time to time.

(c) The Adviser may cause the Client to enter into short-term borrowings to facilitate execution and settlement of transactions in the Account.

4. Account. The "Account" shall initially consist of the cash and other assets of the Client listed in the schedule of assets separately furnished in writing to the Adviser by the Client or otherwise delivered by the Client to its Custodian (as hereinafter defined) and notified to the Adviser for management hereunder, plus all investments, reinvestments and proceeds of the sale thereof, including, without limitation, all interest, dividends and appreciation on investments, less depreciation thereof and withdrawals therefrom. Cash and other assets may, at the Adviser's discretion, be deemed part of the Account and the Client shall be responsible for all transactions effected on the basis of such assumption, beginning before immediately available funds (in the case of cash) and Client ownership (in the case of securities) are received by the Custodian in its account for the Client. The Client shall give reasonable written notice to the Adviser of additions to, or withdrawals from, the Account.

5. Custody. The cash and assets of the Account shall be held by a custodian (the "Custodian") appointed by the Client pursuant to a separate custody agreement or by the Client itself. The Adviser shall at no time have custody or physical control of the assets and cash in the Account. The Adviser shall not be liable for any act or omission of the Custodian. The Client shall instruct the Custodian to act, within the limits of the Adviser's authority hereunder, in accordance with instructions from the Adviser and, if applicable, shall deposit security within the limits provided hereunder as directed by the Adviser. The Client shall instruct the Custodian to provide the Adviser with such periodic reports concerning the status of the Account as the Adviser may reasonably request from time to time. The Client will not change the Custodian without giving the Adviser reasonable prior written notice of its intention to do so together with the name and other relevant information with respect to the new Custodian.

6. Representations and Warranties of the Adviser. The Adviser hereby represents and warrants to and agrees with the Client that this Agreement has been duly authorized, executed and delivered by the Adviser and constitutes its legal, valid and binding obligation and that the Adviser is registered under the Investment Advisers Act of 1940, as amended (the "Advisers Act"), as an "investment adviser."

7. Representations and Warranties; Certain Agreements of the Client. (a) The Client hereby represents and warrants to and agrees with the Adviser that: (i) the Client is the sole beneficial owner of all assets in the Account, and that no restrictions exist on the transfer, sale or other disposition of any of those assets and no option, lien, charge, security or encumbrance exists or will, due to any act or omission of the Client, exist over any of the said assets; (ii) this Agreement has been duly authorized, executed and delivered by the Client and constitutes the Client's legal, valid and binding obligation; (iii) without limitation, all transactions in securities and other instruments and obligations of any kind relating thereto authorized by the Client in the Investment Guidelines (collectively, "Transactions") are within the Client's power, are duly authorized by the Client and, when duly entered into with a counterparty, will be the legal, valid and binding obligations of the Client; (iv) the Client is not an officer, director or controlling person of any corporation whose securities fall within the Investment Guidelines except as may be set forth in writing by the Client to the Adviser as an addendum hereto; (v) without limitation, the types of transactions and agreements which it is expected the Adviser will enter into on behalf of the Client with a counterparty pursuant to this Agreement will not violate the constituent documents of, or any law, rule, regulation, order or judgment binding on, the Client, or any contractual restriction binding on or affecting the Client or its properties; (vi) no governmental or other notice or consent is required in connection with the execution, delivery or performance of this Agreement by the Client or of any agreements governing or relating to Transactions; (vii) the Client shall have full responsibility for payment of all taxes, if any, due on capital or income held or collected for the Account; (viii) the Client will not purchase or sell securities for or in the

Account or authorize anyone other than the Adviser to purchase or sell securities for or in the Account without providing the Adviser with prior notice; (ix) the Client is not required to be registered as an investment company under the Investment Company Act of 1940, as amended; (x) the Client has independently examined and understands the tax, legal and accounting consequences related to the Account and the transactions permitted under the Investment Guidelines; and (xi) the Client is a "Qualified Eligible Person" as defined in CFTC Rule 4.7.

(b) *Accredited Investor/Qualified Institutional Buyer Certification.* The Client acknowledges that the Adviser may invest in certain privately offered securities pursuant to Regulation D ("Regulation D") or Rule 144A ("Rule 144A") under the Securities Act of 1933, as amended (the "Securities Act"), to the extent permitted by the Investment Guidelines. The Client hereby certifies, by marking in the applicable boxes below, that:

(i) ☐ it is an "accredited investor" as defined in Regulation D;

☐ it is not an "accredited investor" as defined in Regulation D; and

(ii) ☐ it is a "qualified institutional buyer" as defined in Rule 144A;

☐ it is not a "qualified institutional buyer" as defined in Rule 144A.

The Client's current fiscal year ends on _____, 20__.

If the Client has indicated that it qualifies as an "accredited investor" or a "qualified institutional buyer", the Client hereby agrees to notify the Adviser promptly in the event it ceases to so qualify. The Client hereby appoints the Adviser to be the Client's agent and attorney-in-fact to provide certifications as to Client's status as an "accredited investor" or a "qualified institutional buyer" consistent with and in reliance upon the representations and warranties contained herein.

(c) The Client acknowledges receipt of Part 2 of Adviser's Form ADV at least 48 hours prior to entering into this Agreement.

(d) The Client agrees to inform the Adviser promptly in writing if any representation, warranty or agreement made by the Client in this Agreement is no longer true or requires exception and/or modification to remain true.

8. Limitation of Liability; Indemnification. (a) The Adviser shall not be liable for any expenses, losses, damages, liabilities, demands, charges and claims of any kind or nature whatsoever (including without limitation any legal expenses and costs and expenses relating to investigating or defending any demands, charges and claims) (collectively "Losses") by or with respect to the Account, except to the extent that such Losses are actual investment losses (and not incidental Losses) which are the direct result of an act or omission taken or omitted by the Adviser during the term of the Agreement hereunder which constitutes gross negligence or bad faith with respect to the Adviser's obligations to select and place transactions in accordance with the Investment Guidelines as described in Section 1 hereof. Without limitation, the Adviser shall not have breached any obligation to the Client and shall incur no liability for Losses resulting from (i) the actions of the Client or its previous advisers or its Custodian or other agents, (ii) following directions of the Client or the Adviser's failure to follow unlawful or unreasonable directions of the Client, or (iii) force majeure or other events beyond the control of the Adviser, including without limitation any failure, default or delay in performance resulting from computer failure or

breakdown in communications not reasonably within the control of the Adviser. No warranty is given by the Adviser as to the performance or profitability of the Account or any part thereof or that the investment objectives of the Account, including without limitation its risk control or return objectives, will be successfully accomplished. The Adviser shall not be responsible for the performance by any person not affiliated with the Adviser of such person's commercial obligations in executing, completing or satisfying such person's obligations. The Adviser shall not be responsible for any Losses incurred after termination of the Account. The Adviser shall have no responsibility whatsoever for the management of any other assets of the Client and shall incur no liability for any Losses which may result from the management of such other assets. Notwithstanding the foregoing, federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing herein shall in any way constitute a waiver or limitation of any rights which the Client may have under applicable laws.

(b) The Client shall reimburse, indemnify and hold harmless the Adviser, its affiliates and their partners, directors, officers and employees and any person controlled by or controlling the Adviser ("indemnitees") for, from and against any and all Losses (i) relating to this Agreement or the Account arising out of any misrepresentation or act or omission or alleged act or omission on the part of the Client or previous advisers or the Custodian or any of their agents; or (ii) arising or relating to any demand, charge or claim in respect of an indemnitee's acts, omissions, transactions, duties, obligations or responsibilities arising pursuant to this Agreement, unless (y) a court with appropriate jurisdiction shall have determined by a final judgment which is not subject to appeal that such indemnitee is liable in respect of the demands, charges and claims referred to in this subparagraph or (z) such indemnitee shall have settled such demands, charges and claims without the Client's consent.

9. Directions to the Adviser. All directions by or on behalf of the Client to the Adviser shall be in writing signed either by the Client or by an authorized agent of the Client or, if by telephone, confirmed in writing. For this purpose, the term "in writing" shall include directions given by facsimile, provided that they are orally confirmed. A list of persons authorized to give instructions to the Adviser hereunder with specimen signatures, is set out in Appendix C to this Agreement. The Client may revise the list of authorized persons from time to time by sending the Adviser a revised list which has been certified either by the Client or by a duly authorized agent of the Client. The Adviser shall incur no liability whatsoever in relying upon any direction from, or document signed by, any person reasonably believed by it to be authorized to give or sign the same, whether or not the authority of such person is then effective. The Adviser shall be under no duty to make any investigation or inquiry as to any statement contained in any writing and may accept the same as conclusive evidence of the truth and accuracy of the statements therein contained. Directions given by the Client to the Adviser hereunder shall be effective only upon actual receipt by the Adviser and shall be acknowledged by the Adviser through its actions hereunder only, unless the Client is advised by the Adviser otherwise.

10. Reports. The Adviser shall provide the Client with reports containing the valuations and status of the Account on a quarterly basis, or otherwise as the Client and the Adviser may from time to time agree. Performance reporting shall begin as of such date as the parties may agree upon. Valuation levels for the assets listed in the Account statements will reflect the Adviser's good faith effort to ascertain fair market levels (including accrued income, if any) for the securities and other assets in the Account based on pricing and valuation information believed by the Adviser to be reliable for round lot sizes. These valuation levels may not be realized by the Account upon liquidation. Market conditions and transaction size will affect liquidity and price received upon liquidation. Then-current exchange rates will be applied in valuing holdings in

foreign currency, if any. The Client agrees that the Adviser is not obligated to send to the Client copies of any trade confirmations it receives.

11. Exercise of Membership Rights; Tender Offers; Proxies. Subject to any other written instructions of the Client or as otherwise specified in this Agreement, the Adviser is hereby appointed the Client's agent and attorney-in-fact to exercise in its discretion all rights and perform all duties which may be exercisable in relation to any assets held or that were held in the Account, including without limitation the right to vote (or in its discretion, refrain from voting), tender, exchange, endorse, transfer, or deliver any securities in the Account; to participate in or consent to any distribution, plan of reorganization, creditors committee, merger, combination, consolidation, liquidation, underwriting, or similar plan with reference to such securities; and to execute and bind the Client and Account in waivers, consents, covenants and indemnifications related thereto. The Adviser shall not incur any liability to the Client by reason of any exercise of, or failure to exercise, any such discretion. The Adviser will not advise or act for the Client in any other legal proceedings, including class actions, involving the Account or issuers of securities held by the Client or any other matter, but shall continue to monitor, and provide advice with respect to, the continued holding or selling of the assets of the Account. The Adviser shall not incur any liability for any failure arising from an act or omission of a person other than the Adviser. The Client understands that the Adviser establishes from time to time guidelines for the voting of proxies. The Client further understands and agrees that the Adviser may employ the services of a proxy voting service to exercise proxies in accordance with the Adviser's guidelines.

12. Non-Assignability. No assignment (as such term is defined under the Advisers Act) of this Agreement may be made by either party to the Agreement except with the written consent of the other party. The Client agrees that the Adviser may delegate certain middle and back office administrative functions to a third party without further written consent of the Client, provided, however, that the Adviser shall remain liable to the Client for its obligations hereunder.

13. Confidential Information. All information and advice furnished by the Adviser to the Client shall be treated as confidential by the Client and shall not be disclosed to third parties by the Client except as required by law. All proprietary client information of the Client shall be treated as confidential by the Adviser and shall not be disclosed to the public by the Adviser except (i) if such information is already in, or comes into, the Adviser's possession as a result of activities unrelated to, or from sources other than, the Client; (ii) if such information is or becomes available to the public or industry sources other than as a result of disclosure by the Adviser; (iii) if such disclosure is requested by or through, or related to a judicial, administrative, governmental or self-regulatory organization process, investigation, inquiry or proceeding, or otherwise required by applicable law; or (iv) with Client's prior written consent in order for the Adviser to carry out its responsibilities hereunder. Notwithstanding the above, the Client hereby consents to the disclosure by the Adviser of (1) the Client's name, financial information including assets under management, organizational documents, and this Agreement and related schedules and appendices to brokers and dealers whether executing or clearing to effectuate the Adviser's trading activities on behalf of the Client under this Agreement; (2) the Client's name to consultants and prospective clients as part of a representative client list in connection with the completion of marketing materials; and (3) the Account's portfolio holdings to consultants and other third parties whose name and contact information appear on Appendix D, as may be amended by the Client from time to time, in connection with certain analysis or other services provided by such consultant or other third party.

14. Remuneration; Expenses. (a) For its discretionary advisory services hereunder, the Adviser shall be entitled to the fees and terms of payment as set forth in Appendix B to this Agreement. Custodial fees, if any, are charged separately by the Custodian for the Account and are

not included in Appendix B unless specifically set forth therein. The Client shall be responsible for payment of brokerage commissions, transfer fees, registration costs, taxes and other similar costs and transaction-related expenses and fees arising out of transactions in the Account and the Client hereby authorizes the Adviser to incur such expenses for the Account.

(b) *Most Favored Nations.* If at any time after the effective date of this Agreement, the Adviser agrees to a fee schedule with respect to the management of insurance general account assets of any US insurance exchange determined in good faith by the Adviser to be comparable to the Client (factoring in overall assets under management, type and breadth of accounts and overall relationship with Adviser) with a similar level of service for comparable discretionary investment management services (involving the same investment style, similar investment processes, objectives, policies, guidelines, and restrictions and investment product type) which would reduce the fee paid hereunder, then Adviser will promptly disclose the lower fee to the Client and such fee shall apply to the Account effective as of the first day of the quarter following the date the fee schedule became effective for such other account. The preceding sentence does not apply to any performance-based investment management fee, any sub-advisory fee, any fee waiver granted by the Adviser, charitable discounts, or a fee discount granted to a client account which is related to one or more other accounts managed by the Adviser for such client.

15. Services to Other Clients. (a) The relationship between the Adviser and the Client is as described in this Agreement. The Client agrees that the Adviser and any of its partners or employees, and persons affiliated with the Adviser or with any such partner or employee may render investment management or advisory services to other clients, and such clients may own, purchase or sell securities or other interests in property the same as or similar to those which the Adviser selects for purchase, holding or sale for the Account, and the Adviser shall be in all respects free to take action with respect to investments in securities or other interests in property the same as or similar to those which the Adviser selects for purchase, holding or sale for the Account. Nothing in this Agreement shall require the Adviser to purchase or sell, or recommend for purchase or sale, for the Account any security which the Adviser, its partners, affiliates or employees may purchase or sell for its or their own accounts or for the account of any other client, advisory or otherwise. Such activities could affect the prices and availability of the securities and instruments that the Adviser seeks to buy or sell for the Account, which could adversely impact the performance of the Account. The Adviser may obtain and keep any profits and fees accruing to it in connection with its activities relating to other clients and its own accounts and the Adviser's fees as set forth in this Agreement shall not be abated thereby.

(b) The Client understands that the ability of the Adviser to place and/or recommend transactions may be restricted by applicable regulatory requirements and/or its internal policies designed to comply with such requirements.

16. Duration and Termination. This Agreement shall continue in full force and effect until terminated in writing as set forth below. The Adviser or the Client may terminate the Agreement at any time upon written notice without penalty or other additional payment save that the Client will pay the fees of the Adviser referred to in Section 14(a) of the Agreement prorated to the date of termination and provided that the Client shall honor any trades entered but not settled before the date of any such termination. Sections 6, 7, 8, 13, 14(a), 15, 16, 17, 18 and 20 shall survive the termination of this Agreement.

17. Notices. (a) Except as otherwise specifically provided herein, all notices shall be deemed duly given when sent in writing to the appropriate party at the addresses appearing at the end of this Agreement for each signatory hereto, or to such other address as shall be notified in

writing by that party to the other party from time to time or, if sent by facsimile transmission, upon transmission, subject to oral confirmation.

(b) The Client agrees that it will be notified by the Adviser of trading errors that, in the Adviser's reasonable view, result in a loss as a result of a direct violation of the Investment Guidelines or fiduciary responsibility but that no other notice of errors is required.

18. Entire Agreement; Amendment, Etc. This Agreement, including the Appendices attached hereto, states the entire agreement of the parties with respect to management of the Account and may not be amended except by a writing signed by the parties. If any provision or any part of a provision of this Agreement shall be found to be void or unenforceable, it shall not affect the remaining part which shall remain in full force and effect. All terms used but not defined in the Appendices shall have the meaning ascribed to herein.

19. Effective Date. (a) This Agreement shall become effective on the day and year first written above.

(b) The Adviser shall commence its discretionary investment management activities, as contemplated under the Agreement, on the later of the date of (i) execution of this Agreement by each of the parties; (ii) either the receipt by the Adviser of confirmation in writing from the Custodian that cleared funds are available to the Adviser for investment on behalf of the Client or that assets initially comprising the Account have been delivered to the Custodian and are available for disposition by the Adviser; or (iii) such other date agreed in writing between the Adviser and the Client.

20. Governing Law. This Agreement shall be governed by, and construed in accordance with the laws of the State of New York. Nothing herein shall constitute a waiver or limitation of any rights which the Client may have, if any, under any applicable federal and state securities laws.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly appointed agents so as to be effective on the day, month and year first above written.

[CLIENT NAME]

By: _____
Name:
Title:

Notice Address: _____
_____
_____
_____
_____
_____

LORD, ABBETT & CO. LLC

By: _____
Name:
Title:

Notice Address: Lord, Abbett & Co. LLC
90 Hudson Street
Jersey City, New Jersey 07302
Attention: General Counsel
Fax: (201) 827-3979

APPENDIX A

LORD, ABBETT & CO. LLC
INVESTMENT GUIDELINES
[CLIENT NAME]

HIGH YIELD FIXED INCOME

APPENDIX B

FEE SCHEDULE

[CLIENT NAME]

The Client shall pay or cause to be paid to the Adviser as remuneration for its services under the Agreement an annual investment management fee pursuant to the schedule set forth below. In addition, the Client will be responsible for all fees and charges as described in Section 14 of the Agreement.

Account Valuation	Annual Fee Rate
First $__ million …….	__%
Next $__ million …….	__%
Next $__ million ……..…	__%
All assets over $__ million ..	__%

Quarterly Fee = Quarter-End Valuation x Annual Fee Rate / 4

Fees shall be calculated and payable quarterly on the following basis:

The fees will be calculated based upon the quarter end valuation of the Account, including cash and accrued income, as determined by the Adviser, based upon reports described in Section 10 of this Agreement. The fees also will reflect a day-weighted adjustment that will incorporate cash flows that occur during the quarter. For this purpose, "cash flows" mean individual contributions to and withdrawals from the Account that are greater than $5,000.00. If there are multiple cash flows in the same day, the fees will reflect a day-weighted adjustment to the extent that the net effect of the cash flows for that day is greater than $5,000.00. In the event of initiation or termination of the Account other than at the beginning or end of a calendar quarter, the fees shall be pro-rated for the period that the Account was in existence.

The quarterly fee will be billed in arrears for each calendar quarter and payable in U.S. Dollars within 30 days upon receipt. The Adviser's preferred method of payment is wire or ACH.

The invoice will provide instructions for payment by wire transfer to:

JP MORGAN CHASE BANK
NEW YORK, NY 10061
ABA # 021000021

With the following details:
ACCOUNT REGISTRATION: LORD, ABBETT & CO. LLC
ACCOUNT # 838662575
REPRESENTS PAYMENT OF INVOICE FOR ACCOUNT(S): (*Will be provided on invoice)*

Adviser will send invoices by mail ☐ or e-mail ☐ (check one) for its fees to the party(ies) listed below.

Please note that invoices must be directed to the Client or a person authorized by the Client in writing to provide instructions on the Account, including the direction of payments from the Account. Copies of invoices may be directed to additional parties as indicated below.

Recipient:

Mailing Address: _____

Name: _____

Address: _____

City/State/Zip Code: _____

E-mail Address: _____

with Copy to:

Mailing Address: _____

Name: _____

Address: _____

City/State/Zip Code: _____

E-mail Address: _____

with Copy to:

Mailing Address: _____

Name: _____

Address: _____

City/State/Zip Code: _____

E-mail Address: _____

APPENDIX C

[CLIENT NAME]

AUTHORIZED SIGNATORIES LIST

_____	_____
(Print Name and Title)	(Signature)
_____	_____
(Print Name and Title)	(Signature)
_____	_____
(Print Name and Title)	(Signature)
_____	_____
(Print Name and Title)	(Signature)
_____	_____
(Print Name and Title)	(Signature)
_____	_____
(Print Name and Title)	(Signature)

APPENDIX D

[CLIENT NAME]

CONSULTANTS AND THIRD PARTIES THAT

MAY RECEIVE ACCOUNT'S PORTFOLIO HOLDINGS

NAME	**CONTACT INFORMATION**

Form of Investment Advisory Agreement for:

Golden Knight II CLO

LA US High Yield Bond Fund

Met Investors Series Trust – Bond Debenture Portfolio

MHAM US Income Open

Mizuho US High Yield Open

Teachers Retirement System of Oklahoma High Yield Portfolio

INVESTMENT MANAGEMENT AGREEMENT

THIS AGREEMENT (the "Agreement") is made as of the __ day of _____, 2014 between Lord, Abbett & Co. LLC, a limited liability company organized under the laws of Delaware (the "Adviser"), and _____, a _____ under the laws of _____ (the "Client").

1. Appointment of Investment Adviser; Acceptance of Appointment. The Client hereby appoints the Adviser as an investment adviser to the Account (as defined in Section 4) for the purpose of selecting and placing transactions which are in compliance with the Account's Investment Guidelines (as defined in Section 2) and the Adviser hereby accepts such appointment.

2. Discretion; Management of Account and Powers of Adviser. (a) The Adviser is hereby authorized to supervise and direct the investment and reinvestment of assets in the Account, with full authority and at its discretion (without reference to the Client), on the Client's behalf and at the Client's risk, subject to the written investment restrictions and guidelines attached hereto as Appendix A (the "Investment Guidelines"). An investment's compliance with the Investment Guidelines shall be determined on the date of purchase only, based upon the price and characteristics of the investment on the date of purchase compared to the value and characteristics of the Account as of the most recent valuation date; the Investment Guidelines shall not be deemed breached as a result of changes in value or status of an investment following purchase. The Adviser's authority and discretion hereunder shall include, without limitation, the power to buy, sell, retain and exchange investments and effect transactions; and other powers as the Adviser deems appropriate in relation to investing and executing transactions for the Account. The Client hereby authorizes the Adviser to open accounts and enter into and execute trading agreements and other documents, indemnities and representation letters in the name of, binding against and on behalf of the Client for all purposes necessary or desirable in the Adviser's view to effectuate the Adviser's activities under this Agreement.

(b) The Client may from time to time amend the Investment Guidelines. The Adviser will not be bound to follow any amendment to the Investment Guidelines, however, until it has received actual written notice of the amendment from the Client and has agreed to accept such amendment. All transactions effected for the Account will be deemed to be in compliance with the Investment Guidelines unless written notice to the contrary is received by the Adviser from the Client within 30 days following the first issue of the periodic report containing such transactions.

3. Portfolio Transactions. (a) The Adviser will place orders for the execution of transactions for the Account in accordance with the policies and practices described in Part 2 of the Adviser's Form ADV as may be amended from time to time.

(b) The Client authorizes the Adviser, at the Adviser's discretion, to combine or aggregate ("batch") orders for the Account with orders of other clients and to allocate the aggregate amount of the investment among accounts (including accounts in which the Adviser, its affiliates and/or their personnel have beneficial interests) in the manner in which the Adviser shall determine appropriate. The Adviser's current policies and practices with regard to batching of orders are described in Part 2A of the Adviser's Form ADV as may be amended from time to time.

(c) The Adviser may cause the Client to enter into short-term borrowings to facilitate execution and settlement of transactions in the Account.

4. Account. The "Account" shall initially consist of the cash and other assets of the Client listed in the schedule of assets separately furnished in writing to the Adviser by the Client or otherwise delivered by the Client to its Custodian (as hereinafter defined) and notified to the Adviser for management hereunder, plus all investments, reinvestments and proceeds of the sale thereof, including, without limitation, all interest, dividends and appreciation on investments, less depreciation thereof and withdrawals therefrom. Cash and other assets may, at the Adviser's discretion, be deemed part of the Account and the Client shall be responsible for all transactions effected on the basis of such assumption, beginning before immediately available funds (in the case of cash) and Client ownership (in the case of securities) are received by the Custodian in its account for the Client. The Client shall give reasonable written notice to the Adviser of additions to, or withdrawals from, the Account.

5. Custody. The cash and assets of the Account shall be held by a custodian (the "Custodian") appointed by the Client pursuant to a separate custody agreement or by the Client itself. The Adviser shall at no time have custody or physical control of the assets and cash in the Account. The Adviser shall not be liable for any act or omission of the Custodian. The Client shall instruct the Custodian to act, within the limits of the Adviser's authority hereunder, in accordance with instructions from the Adviser and, if applicable, shall deposit security within the limits provided hereunder as directed by the Adviser. The Client shall instruct the Custodian to provide the Adviser with such periodic reports concerning the status of the Account as the Adviser may reasonably request from time to time. The Client will not change the Custodian without giving the Adviser reasonable prior written notice of its intention to do so together with the name and other relevant information with respect to the new Custodian.

6. Representations and Warranties of the Adviser. The Adviser hereby represents and warrants to and agrees with the Client that this Agreement has been duly authorized, executed and delivered by the Adviser and constitutes its legal, valid and binding obligation and that the Adviser is registered under the Investment Advisers Act of 1940, as amended (the "Advisers Act"), as an "investment adviser."

7. Representations and Warranties; Certain Agreements of the Client. (a) The Client hereby represents and warrants to and agrees with the Adviser that: (i) the Client is the sole beneficial owner of all assets in the Account, and that no restrictions exist on the transfer, sale or other disposition of any of those assets and no option, lien, charge, security or encumbrance exists or will, due to any act or omission of the Client, exist over any of the said assets; (ii) this Agreement has been duly authorized, executed and delivered by the Client and constitutes the Client's legal, valid and binding obligation; (iii) without limitation, all transactions in securities and other instruments and obligations of any kind relating thereto authorized by the Client in the Investment Guidelines (collectively, "Transactions") are within the Client's power, are duly authorized by the Client and, when duly entered into with a counterparty, will be the legal, valid and binding obligations of the Client; (iv) the Client is not an officer, director or controlling person of any corporation whose securities fall within the Investment Guidelines except as may be set forth in writing by the Client to the Adviser as an addendum hereto; (v) without limitation, the types of transactions and agreements which it is expected the Adviser will enter into on behalf of the Client with a counterparty pursuant to this Agreement will not violate the constituent documents of, or any law, rule, regulation, order or judgment binding on, the Client, or any contractual restriction binding on or affecting the Client or its properties; (vi) no governmental or other notice or consent is required in connection with the execution, delivery or performance of this Agreement by the Client or of any agreements governing or relating to Transactions; (vii) the Client shall have full responsibility for payment of all taxes, if any, due on capital or income held or collected for the Account; (viii) the Client will not purchase or sell securities for or in the

Account or authorize anyone other than the Adviser to purchase or sell securities for or in the Account without providing the Adviser with prior notice; (ix) the Client is not required to be registered as an investment company under the Investment Company Act of 1940, as amended; (x) the Client has independently examined and understands the tax, legal and accounting consequences related to the Account and the transactions permitted under the Investment Guidelines; and (xi) the Client is a "Qualified Eligible Person" as defined in CFTC Rule 4.7.

(b) *Accredited Investor/Qualified Institutional Buyer Certification.* The Client acknowledges that the Adviser may invest in certain privately offered securities pursuant to Regulation D ("Regulation D") or Rule 144A ("Rule 144A") under the Securities Act of 1933, as amended (the "Securities Act"), to the extent permitted by the Investment Guidelines. The Client hereby certifies, by marking in the applicable boxes below, that:

(i) ☐ it is an "accredited investor" as defined in Regulation D;
☐ it is not an "accredited investor" as defined in Regulation D; and

(ii) ☐ it is a "qualified institutional buyer" as defined in Rule 144A;
☐ it is not a "qualified institutional buyer" as defined in Rule 144A.

The Client's current fiscal year ends on _____, 20__.

If the Client has indicated that it qualifies as an "accredited investor" or a "qualified institutional buyer", the Client hereby agrees to notify the Adviser promptly in the event it ceases to so qualify. The Client hereby appoints the Adviser to be the Client's agent and attorney-in-fact to provide certifications as to Client's status as an "accredited investor" or a "qualified institutional buyer" consistent with and in reliance upon the representations and warranties contained herein.

(c) The Client acknowledges receipt of Part 2 of Adviser's Form ADV at least 48 hours prior to entering into this Agreement.

(d) The Client agrees to inform the Adviser promptly in writing if any representation, warranty or agreement made by the Client in this Agreement is no longer true or requires exception and/or modification to remain true.

8. Limitation of Liability; Indemnification. (a) The Adviser shall not be liable for any expenses, losses, damages, liabilities, demands, charges and claims of any kind or nature whatsoever (including without limitation any legal expenses and costs and expenses relating to investigating or defending any demands, charges and claims) (collectively "Losses") by or with respect to the Account, except to the extent that such Losses are actual investment losses (and not incidental Losses) which are the direct result of an act or omission taken or omitted by the Adviser during the term of the Agreement hereunder which constitutes gross negligence or bad faith with respect to the Adviser's obligations to select and place transactions in accordance with the Investment Guidelines as described in Section 1 hereof. Without limitation, the Adviser shall not have breached any obligation to the Client and shall incur no liability for Losses resulting from (i) the actions of the Client or its previous advisers or its Custodian or other agents, (ii) following directions of the Client or the Adviser's failure to follow unlawful or unreasonable directions of the Client, or (iii) force majeure or other events beyond the control of the Adviser, including without limitation any failure, default or delay in performance resulting from computer failure or

breakdown in communications not reasonably within the control of the Adviser. No warranty is given by the Adviser as to the performance or profitability of the Account or any part thereof or that the investment objectives of the Account, including without limitation its risk control or return objectives, will be successfully accomplished. The Adviser shall not be responsible for the performance by any person not affiliated with the Adviser of such person's commercial obligations in executing, completing or satisfying such person's obligations. The Adviser shall not be responsible for any Losses incurred after termination of the Account. The Adviser shall have no responsibility whatsoever for the management of any other assets of the Client and shall incur no liability for any Losses which may result from the management of such other assets. Notwithstanding the foregoing, federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing herein shall in any way constitute a waiver or limitation of any rights which the Client may have under applicable laws.

(b) The Client shall reimburse, indemnify and hold harmless the Adviser, its affiliates and their partners, directors, officers and employees and any person controlled by or controlling the Adviser ("indemnitees") for, from and against any and all Losses (i) relating to this Agreement or the Account arising out of any misrepresentation or act or omission or alleged act or omission on the part of the Client or previous advisers or the Custodian or any of their agents; or (ii) arising or relating to any demand, charge or claim in respect of an indemnitee's acts, omissions, transactions, duties, obligations or responsibilities arising pursuant to this Agreement, unless (y) a court with appropriate jurisdiction shall have determined by a final judgment which is not subject to appeal that such indemnitee is liable in respect of the demands, charges and claims referred to in this subparagraph or (z) such indemnitee shall have settled such demands, charges and claims without the Client's consent.

9. Directions to the Adviser. All directions by or on behalf of the Client to the Adviser shall be in writing signed either by the Client or by an authorized agent of the Client or, if by telephone, confirmed in writing. For this purpose, the term "in writing" shall include directions given by facsimile, provided that they are orally confirmed. A list of persons authorized to give instructions to the Adviser hereunder with specimen signatures, is set out in Appendix C to this Agreement. The Client may revise the list of authorized persons from time to time by sending the Adviser a revised list which has been certified either by the Client or by a duly authorized agent of the Client. The Adviser shall incur no liability whatsoever in relying upon any direction from, or document signed by, any person reasonably believed by it to be authorized to give or sign the same, whether or not the authority of such person is then effective. The Adviser shall be under no duty to make any investigation or inquiry as to any statement contained in any writing and may accept the same as conclusive evidence of the truth and accuracy of the statements therein contained. Directions given by the Client to the Adviser hereunder shall be effective only upon actual receipt by the Adviser and shall be acknowledged by the Adviser through its actions hereunder only, unless the Client is advised by the Adviser otherwise.

10. Reports. The Adviser shall provide the Client with reports containing the valuations and status of the Account on a quarterly basis, or otherwise as the Client and the Adviser may from time to time agree. Performance reporting shall begin as of such date as the parties may agree upon. Valuation levels for the assets listed in the Account statements will reflect the Adviser's good faith effort to ascertain fair market levels (including accrued income, if any) for the securities and other assets in the Account based on pricing and valuation information believed by the Adviser to be reliable for round lot sizes. These valuation levels may not be realized by the Account upon liquidation. Market conditions and transaction size will affect liquidity and price received upon liquidation. Then-current exchange rates will be applied in valuing holdings in

foreign currency, if any. The Client agrees that the Adviser is not obligated to send to the Client copies of any trade confirmations it receives.

11. Exercise of Membership Rights; Tender Offers; Proxies. Subject to any other written instructions of the Client or as otherwise specified in this Agreement, the Adviser is hereby appointed the Client's agent and attorney-in-fact to exercise in its discretion all rights and perform all duties which may be exercisable in relation to any assets held or that were held in the Account, including without limitation the right to vote (or in its discretion, refrain from voting), tender, exchange, endorse, transfer, or deliver any securities in the Account; to participate in or consent to any distribution, plan of reorganization, creditors committee, merger, combination, consolidation, liquidation, underwriting, or similar plan with reference to such securities; and to execute and bind the Client and Account in waivers, consents, covenants and indemnifications related thereto. The Adviser shall not incur any liability to the Client by reason of any exercise of, or failure to exercise, any such discretion. The Adviser will not advise or act for the Client in any other legal proceedings, including class actions, involving the Account or issuers of securities held by the Client or any other matter, but shall continue to monitor, and provide advice with respect to, the continued holding or selling of the assets of the Account. The Adviser shall not incur any liability for any failure arising from an act or omission of a person other than the Adviser. The Client understands that the Adviser establishes from time to time guidelines for the voting of proxies. The Client further understands and agrees that the Adviser may employ the services of a proxy voting service to exercise proxies in accordance with the Adviser's guidelines.

12. Non-Assignability. No assignment (as such term is defined under the Advisers Act) of this Agreement may be made by either party to the Agreement except with the written consent of the other party. The Client agrees that the Adviser may delegate certain middle and back office administrative functions to a third party without further written consent of the Client, provided, however, that the Adviser shall remain liable to the Client for its obligations hereunder.

13. Confidential Information. All information and advice furnished by the Adviser to the Client shall be treated as confidential by the Client and shall not be disclosed to third parties by the Client except as required by law. All proprietary client information of the Client shall be treated as confidential by the Adviser and shall not be disclosed to the public by the Adviser except (i) if such information is already in, or comes into, the Adviser's possession as a result of activities unrelated to, or from sources other than, the Client; (ii) if such information is or becomes available to the public or industry sources other than as a result of disclosure by the Adviser; (iii) if such disclosure is requested by or through, or related to a judicial, administrative, governmental or self-regulatory organization process, investigation, inquiry or proceeding, or otherwise required by applicable law; or (iv) with Client's prior written consent in order for the Adviser to carry out its responsibilities hereunder. Notwithstanding the above, the Client hereby consents to the disclosure by the Adviser of (1) the Client's name, financial information including assets under management, organizational documents, and this Agreement and related schedules and appendices to brokers and dealers whether executing or clearing to effectuate the Adviser's trading activities on behalf of the Client under this Agreement; (2) the Client's name to consultants and prospective clients as part of a representative client list in connection with the completion of marketing materials; and (3) the Account's portfolio holdings to consultants and other third parties whose name and contact information appear on Appendix D, as may be amended by the Client from time to time, in connection with certain analysis or other services provided by such consultant or other third party.

14. Remuneration; Expenses. (a) For its discretionary advisory services hereunder, the Adviser shall be entitled to the fees and terms of payment as set forth in Appendix B to this Agreement. Custodial fees, if any, are charged separately by the Custodian for the Account and are

not included in Appendix B unless specifically set forth therein. The Client shall be responsible for payment of brokerage commissions, transfer fees, registration costs, taxes and other similar costs and transaction-related expenses and fees arising out of transactions in the Account and the Client hereby authorizes the Adviser to incur such expenses for the Account.

(b) *Most Favored Nations.* If at any time after the effective date of this Agreement, the Adviser agrees to a fee schedule with respect to the management of insurance general account assets of any US insurance exchange determined in good faith by the Adviser to be comparable to the Client (factoring in overall assets under management, type and breadth of accounts and overall relationship with Adviser) with a similar level of service for comparable discretionary investment management services (involving the same investment style, similar investment processes, objectives, policies, guidelines, and restrictions and investment product type) which would reduce the fee paid hereunder, then Adviser will promptly disclose the lower fee to the Client and such fee shall apply to the Account effective as of the first day of the quarter following the date the fee schedule became effective for such other account. The preceding sentence does not apply to any performance-based investment management fee, any sub-advisory fee, any fee waiver granted by the Adviser, charitable discounts, or a fee discount granted to a client account which is related to one or more other accounts managed by the Adviser for such client.

15. Services to Other Clients. (a) The relationship between the Adviser and the Client is as described in this Agreement. The Client agrees that the Adviser and any of its partners or employees, and persons affiliated with the Adviser or with any such partner or employee may render investment management or advisory services to other clients, and such clients may own, purchase or sell securities or other interests in property the same as or similar to those which the Adviser selects for purchase, holding or sale for the Account, and the Adviser shall be in all respects free to take action with respect to investments in securities or other interests in property the same as or similar to those which the Adviser selects for purchase, holding or sale for the Account. Nothing in this Agreement shall require the Adviser to purchase or sell, or recommend for purchase or sale, for the Account any security which the Adviser, its partners, affiliates or employees may purchase or sell for its or their own accounts or for the account of any other client, advisory or otherwise. Such activities could affect the prices and availability of the securities and instruments that the Adviser seeks to buy or sell for the Account, which could adversely impact the performance of the Account. The Adviser may obtain and keep any profits and fees accruing to it in connection with its activities relating to other clients and its own accounts and the Adviser's fees as set forth in this Agreement shall not be abated thereby.

(b) The Client understands that the ability of the Adviser to place and/or recommend transactions may be restricted by applicable regulatory requirements and/or its internal policies designed to comply with such requirements.

16. Duration and Termination. This Agreement shall continue in full force and effect until terminated in writing as set forth below. The Adviser or the Client may terminate the Agreement at any time upon written notice without penalty or other additional payment save that the Client will pay the fees of the Adviser referred to in Section 14(a) of the Agreement prorated to the date of termination and provided that the Client shall honor any trades entered but not settled before the date of any such termination. Sections 6, 7, 8, 13, 14(a), 15, 16, 17, 18 and 20 shall survive the termination of this Agreement.

17. Notices. (a) Except as otherwise specifically provided herein, all notices shall be deemed duly given when sent in writing to the appropriate party at the addresses appearing at the end of this Agreement for each signatory hereto, or to such other address as shall be notified in

writing by that party to the other party from time to time or, if sent by facsimile transmission, upon transmission, subject to oral confirmation.

(b) The Client agrees that it will be notified by the Adviser of trading errors that, in the Adviser's reasonable view, result in a loss as a result of a direct violation of the Investment Guidelines or fiduciary responsibility but that no other notice of errors is required.

18. Entire Agreement; Amendment, Etc. This Agreement, including the Appendices attached hereto, states the entire agreement of the parties with respect to management of the Account and may not be amended except by a writing signed by the parties. If any provision or any part of a provision of this Agreement shall be found to be void or unenforceable, it shall not affect the remaining part which shall remain in full force and effect. All terms used but not defined in the Appendices shall have the meaning ascribed to herein.

19. Effective Date. (a) This Agreement shall become effective on the day and year first written above.

(b) The Adviser shall commence its discretionary investment management activities, as contemplated under the Agreement, on the later of the date of (i) execution of this Agreement by each of the parties; (ii) either the receipt by the Adviser of confirmation in writing from the Custodian that cleared funds are available to the Adviser for investment on behalf of the Client or that assets initially comprising the Account have been delivered to the Custodian and are available for disposition by the Adviser; or (iii) such other date agreed in writing between the Adviser and the Client.

20. Governing Law. This Agreement shall be governed by, and construed in accordance with the laws of the State of New York. Nothing herein shall constitute a waiver or limitation of any rights which the Client may have, if any, under any applicable federal and state securities laws.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly appointed agents so as to be effective on the day, month and year first above written.

[CLIENT NAME]

By: _____
Name:
Title:

Notice Address: _____
_____
_____
_____
_____
_____

LORD, ABBETT & CO. LLC

By: _____
Name:
Title:

Notice Address: Lord, Abbett & Co. LLC
90 Hudson Street
Jersey City, New Jersey 07302
Attention: General Counsel
Fax: (201) 827-3979

APPENDIX A

LORD, ABBETT & CO. LLC
INVESTMENT GUIDELINES
[CLIENT NAME]

HIGH YIELD FIXED INCOME

APPENDIX B

FEE SCHEDULE

[CLIENT NAME]

The Client shall pay or cause to be paid to the Adviser as remuneration for its services under the Agreement an annual investment management fee pursuant to the schedule set forth below. In addition, the Client will be responsible for all fees and charges as described in Section 14 of the Agreement.

Account Valuation	Annual Fee Rate
First $__ million	__%
Next $__ million	__%
Next $__ million	__%
All assets over $__ million ..	__%

Quarterly Fee = Quarter-End Valuation x Annual Fee Rate / 4

Fees shall be calculated and payable quarterly on the following basis:

The fees will be calculated based upon the quarter end valuation of the Account, including cash and accrued income, as determined by the Adviser, based upon reports described in Section 10 of this Agreement. The fees also will reflect a day-weighted adjustment that will incorporate cash flows that occur during the quarter. For this purpose, "cash flows" mean individual contributions to and withdrawals from the Account that are greater than $5,000.00. If there are multiple cash flows in the same day, the fees will reflect a day-weighted adjustment to the extent that the net effect of the cash flows for that day is greater than $5,000.00. In the event of initiation or termination of the Account other than at the beginning or end of a calendar quarter, the fees shall be pro-rated for the period that the Account was in existence.

The quarterly fee will be billed in arrears for each calendar quarter and payable in U.S. Dollars within 30 days upon receipt. The Adviser's preferred method of payment is wire or ACH.

The invoice will provide instructions for payment by wire transfer to:

JP MORGAN CHASE BANK
NEW YORK, NY 10061
ABA # 021000021

With the following details:
ACCOUNT REGISTRATION: LORD, ABBETT & CO. LLC
ACCOUNT # 838662575
REPRESENTS PAYMENT OF INVOICE FOR ACCOUNT(S): (*Will be provided on invoice)*

Adviser will send invoices by mail ☐ or e-mail ☐ (check one) for its fees to the party(ies) listed below.

Please note that invoices must be directed to the Client or a person authorized by the Client in writing to provide instructions on the Account, including the direction of payments from the Account. Copies of invoices may be directed to additional parties as indicated below.

Recipient:

Mailing Address: _____

Name: _____

Address: _____

City/State/Zip Code: _____

E-mail Address: _____

with Copy to:

Mailing Address: _____

Name: _____

Address: _____

City/State/Zip Code: _____

E-mail Address: _____

with Copy to:

Mailing Address: _____

Name: _____

Address: _____

City/State/Zip Code: _____

E-mail Address: _____

APPENDIX C

[CLIENT NAME]

AUTHORIZED SIGNATORIES LIST

(Print Name and Title)	(Signature)
(Print Name and Title)	(Signature)
(Print Name and Title)	(Signature)
(Print Name and Title)	(Signature)
(Print Name and Title)	(Signature)
(Print Name and Title)	(Signature)

APPENDIX D

[CLIENT NAME]

CONSULTANTS AND THIRD PARTIES THAT

MAY RECEIVE ACCOUNT'S PORTFOLIO HOLDINGS

NAME	CONTACT INFORMATION