

SERFF Tracking Number: FRTH-125584788 State: Arkansas
 Filing Company: Forethought Life Insurance Company State Tracking Number: 38695
 Company Tracking Number:
 TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.005 Limited Flexible Premium
 Variable
 Product Name: Limited Flexible Premium Deferred Annuity
 Project Name/Number: Guaranteed Destinations 2/FA1004FP5GD10-02

Filing at a Glance

Company: Forethought Life Insurance Company

Product Name: Limited Flexible Premium SERFF Tr Num: FRTH-125584788 State: ArkansasLH
 Deferred Annuity

TOI: A02I Individual Annuities- Deferred Non- SERFF Status: Closed State Tr Num: 38695
 Variable

Sub-TOI: A02I.005 Limited Flexible Premium Co Tr Num: State Status: Approved-Closed

Filing Type: Form Co Status: Reviewer(s): Linda Bird

Author: Paula Scaife Disposition Date: 04/23/2008

Date Submitted: 04/14/2008 Disposition Status: Approved

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

General Information

Project Name: Guaranteed Destinations 2
 Project Number: FA1004FP5GD10-02
 Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Pending
 Date Approved in Domicile:
 Domicile Status Comments: Pending in Indiana,
 our domiciliary state.

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 04/23/2008

State Status Changed: 04/23/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Attached for your review and approval are new forms that are intended to be used with the previously approved contract form number FA1001FP5GD10-01-10. Specifically, this contract was approved by your state on December 27, 2007 via SERFF . These forms will not replace the previously approved forms. They will be used along with the original approved forms.

SERFF Tracking Number: FRT-125584788 State: Arkansas
 Filing Company: Forethought Life Insurance Company State Tracking Number: 38695
 Company Tracking Number:
 TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.005 Limited Flexible Premium
 Variable
 Product Name: Limited Flexible Premium Deferred Annuity
 Project Name/Number: Guaranteed Destinations 2/FA1004FP5GD10-02

To the best of my knowledge and belief, these forms comply with the requirements of your state. Any required certification and/or fees are attached to or otherwise associated with this filing.

Forethought Life Insurance Company will not provide illustrations for this Limited Flexible Premium Deferred Annuity Contract.

If you have any questions, please do not hesitate to contact me directly at 1-800-648-0075 ext 2748 or by e-mail at paula_scaife@forethought.com.

Company and Contact

Filing Contact Information

Kasey Poettker, Legal Assistant kasey_poettker@forethought.com
 1 Forethought Center (812) 933-6748 [Phone]
 Batesville, IN 47006 (812) 933-6348[FAX]

Filing Company Information

Forethought Life Insurance Company CoCode: 91642 State of Domicile: Indiana
 1 Forethought Center Group Code: 1266 Company Type: Insurance
 Batesville, IN 47006 Group Name: State ID Number:
 (800) 648-0075 ext. [Phone] FEIN Number: 06-1016329

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation:
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Forethought Life Insurance Company	\$50.00	04/14/2008	19533200

SERFF Tracking Number: *FRTH-125584788* State: *Arkansas*
Filing Company: *Forethought Life Insurance Company* State Tracking Number: *38695*
Company Tracking Number:
TOI: *A021 Individual Annuities- Deferred Non- Variable* Sub-TOI: *A021.005 Limited Flexible Premium*
Product Name: *Limited Flexible Premium Deferred Annuity*
Project Name/Number: *Guaranteed Destinations 2/FA1004FP5GD10-02*

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	04/23/2008	04/23/2008

SERFF Tracking Number: *FRTH-125584788* State: *Arkansas*
 Filing Company: *Forethought Life Insurance Company* State Tracking Number: *38695*
 Company Tracking Number:
 TOI: *A02I Individual Annuities- Deferred Non- Variable* Sub-TOI: *A02I.005 Limited Flexible Premium*
 Product Name: *Limited Flexible Premium Deferred Annuity*
 Project Name/Number: *Guaranteed Destinations 2/FA1004FP5GD10-02*

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Form	Limited Flexible Premium Deferred Annuity Page 4		Yes
Form	Application		Yes
Form	Disclosure Statement		Yes
Form	Contract Summary		Yes
Form	Annual Report		Yes
Form	IRA Rider		Yes
Form	Roth IRA Rider		Yes

SERFF Tracking Number: FRTH-125584788 State: Arkansas
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 Variable
 Product Name: Limited Flexible Premium Deferred Annuity
 Project Name/Number: Guaranteed Destinations 2/FA1004FP5GD10-02

Form Schedule

Lead Form Number: FA1004FP5GD10-02

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	FA1004FP5GD10-02	Policy/Contract	Limited Flexible Premium Deferred Annuity Page 4 Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		55	FA1004FP5GD10-02 Page 4 GD2.pdf FA1004FP5GD10-02 Page 4 GD2 Redline.pdf
	FA3002GD2-02	Application/Enrollment Form	Application	Initial		52	FA3002GD2-01 Application GD2.pdf
	FA5001FP5GD10-02	Other	Disclosure Statement	Initial		50	FA5001FP5GD10-02 Disclosure Statement GD2.pdf
	FA5002FP5GD10-02	Other	Contract Summary	Initial		50	FA5002FP5GD10-02 Contract Summary GD2.pdf
	FA5003FP5GD10-02	Other	Annual Report	Initial		50	FA5003FP5GD10-02 Annual Report GD2.pdf
	FAIRAFP-01	Policy/Contract	IRA Rider Certificate:	Initial		45	FAIRAFP-01 IRA Rider.pdf

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DEFINITIONS

Accumulation Period – The period prior to the Annuity Date.

Additional Premium – Any Premium payment received after the Issue Date and on or before the Premium Acceptance Date shown on the Contract Data Page.

Annuity Payments – The series of payments made to the Owner or other named payee after the Annuity Date under the Annuity Option elected.

Annuity Date - The date on which Annuity Payments begin. The Annuity Date is shown on the Contract Data Page.

Annuity Period - The period starting on the Annuity Date during which Annuity Payments are payable.

Attained Age - The age of any Owner or Annuitant on his/her last birthday.

Beneficiary – The person you name to receive a death benefit payable under this Contract upon the death of the Owner or a Joint Owner, or in certain circumstances, an Annuitant.

Company – Forethought Life Insurance Company.

Contract Anniversary – An anniversary of the Issue Date of this Contract.

Contract Withdrawal Value – The greater of:

1. the Contract Value less any applicable Withdrawal Charges and less any applicable taxes; or
2. the Minimum Guaranteed Contract Value.

Contract Year – A one-year period starting on the Issue Date and on each Contract Anniversary thereafter.

Index - The Standard & Poor's 500 Index ("S&P 500 Index"). It is used to determine the Index Credit. If the S&P 500 Index is discontinued or if the calculation of the Index is substantially changed, We will substitute an alternative Index, as approved by the Insurance Department of the state in which this Contract is issued, and notify You in writing. "Standard & Poor's®," "S&P®," "S&P®," "Standard & Poor's 500," and "500" are trademarks of The McGraw-Hill Companies, Inc. and have been licensed for use by Forethought Life Insurance Company. The product is not sponsored, endorsed, sold or promoted by Standard & Poor's and Standard & Poor's makes no representation regarding the advisability of purchasing the product.

Index Date – The last day of the Indexing Period, on which Index interest is credited.

Index Number – The published value of the Index. It excludes any dividends that may be paid by the firms that comprise the Index. Index Numbers related to the Issue Date and any Reallocation Dates are as of the last preceding business day. Index numbers related to the Index Date are as of that date. If the Index Number is not published on any day for which an Index Number is required, the nearest preceding published Index Number will be used.

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the sum of all Premiums paid less all amounts withdrawn;

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(Please Print)

1. OWNER

First Name		Middle Initial	Last Name	
<input type="checkbox"/> Male	<input type="checkbox"/> Female	Date of Birth (mm/dd/yyyy)		Age
Mailing Address			Residential Address (if different than Mailing Address)	
City		State	Zip Code	Country of Citizenship
Phone Number (home)		Phone Number (work)		E-mail Address

JOINT OWNER *(Non-Qualified Only – Generally, it is advisable that the Joint Owner be the Spouse of the Owner.)*

First Name		Middle Initial	Last Name	
<input type="checkbox"/> Male	<input type="checkbox"/> Female	Relationship to Owner	Date of Birth (mm/dd/yyyy)	Age
Mailing Address			Residential Address (if different than Mailing Address)	
City		State	Zip Code	Country of Citizenship
Phone Number (home)		Phone Number (work)		E-mail Address

TRUST **CORPORATION** **PARTNERSHIP**

Full Name				
Phone Number			Tax or Employer ID Number	
Mailing Address			Street Address (if different than Mailing Address)	
City		State	Zip Code	Country of Citizenship
If Trust is Named, Provide Trustee's Full Name				Date Trust Established

2. ANNUITANT *(Complete only if the Owner and Annuitant are different.)*

First Name		Middle Initial	Last Name	
<input type="checkbox"/> Male	<input type="checkbox"/> Female	Relationship to Owner	Date of Birth (mm/dd/yyyy)	Age
Mailing Address			Residential Address (if different than Mailing Address)	
City		State	Zip Code	Country of Citizenship
Phone Number (home)		Phone Number (work)		E-mail Address

JOINT ANNUITANT

First Name		Middle Initial	Last Name	
<input type="checkbox"/> Male	<input type="checkbox"/> Female	Relationship to Owner	Date of Birth (mm/dd/yyyy)	Age
Mailing Address			Residential Address (if different than Mailing Address)	
City		State	Zip Code	Country of Citizenship
Phone Number (home)		Phone Number (work)		E-mail Address

3. BENEFICIARY INFORMATION *(Beneficiary proceeds will be split equally if no percentages are provided. Primary and Contingent Beneficiary percentage designation(s) must be in whole percentages only and each total 100%. Unless specified otherwise in the Special Instructions and Remarks section of this application, upon death of an Owner, the surviving Joint Owner, if any, becomes the Primary Beneficiary and the Primary Beneficiary, listed below, becomes the Contingent Beneficiary.)*

Primary

First Name		Middle Initial	Last Name	
<input type="checkbox"/> Male <input type="checkbox"/> Female	Relationship to Owner		Social Security Number - -	
Mailing Address		Residential Address (if different than Mailing Address)		
City		State	Zip Code	Country of Citizenship
E-mail Address				Percentage

Primary **Contingent**

First Name		Middle Initial	Last Name	
<input type="checkbox"/> Male <input type="checkbox"/> Female	Relationship to Owner		Social Security Number - -	
Mailing Address		Residential Address (if different than Mailing Address)		
City		State	Zip Code	Country of Citizenship
E-mail Address				Percentage

Primary **Contingent**

First Name		Middle Initial	Last Name	
<input type="checkbox"/> Male <input type="checkbox"/> Female	Relationship to Owner		Social Security Number - -	
Mailing Address		Residential Address (if different than Mailing Address)		
City		State	Zip Code	Country of Citizenship
E-mail Address				Percentage

Primary **Contingent**

First Name		Middle Initial	Last Name	
<input type="checkbox"/> Male <input type="checkbox"/> Female	Relationship to Owner		Social Security Number - -	
Mailing Address		Residential Address (if different than Mailing Address)		
City		State	Zip Code	Country of Citizenship
E-mail Address				Percentage

Please use section 4 if you require additional Beneficiary space.

4. SPECIAL INSTRUCTIONS AND REMARKS

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5. ANNUITY TYPE (Select One)

Type of Annuity Requested: <input type="checkbox"/> Non-Qualified <input type="checkbox"/> Tax Qualified Plans:	<input type="checkbox"/> IRA <input type="checkbox"/> Roth IRA
If applicable, has the Required Minimum Distribution for the current tax year been met? <input type="checkbox"/> Yes <input type="checkbox"/> No	

6. PREMIUM PAYMENT

<input type="checkbox"/> Premium Amount Remitted with Application:	\$ _____
<input type="checkbox"/> Estimated Premium Amount of 1035 Exchange/Transfer:	\$ _____
Source of Premium Payment: <input type="checkbox"/> Check <input type="checkbox"/> Wire <input type="checkbox"/> 1035 Exchange/Transfer (Payable to: Forethought Life Insurance Company)	

7. GUARANTEED DESTINATIONS 2SM PRODUCT AND STRATEGY(IES) ALLOCATIONS

<input checked="" type="checkbox"/> Guaranteed Destinations 2 SM	
PREMIUM ALLOCATION DIRECTION (Minimum of \$10,000 per Allocation.)	
FIXED and INDEXED ACCOUNT STRATEGIES:	Whole Percentages Only
<input type="checkbox"/> Fixed Account Strategy	<input style="width: 80px;" type="text"/> %
<input type="checkbox"/> Annual Spread with Monthly Averaging Over the Index Averaging Period Index Strategy	<input style="width: 80px;" type="text"/> %
<input type="checkbox"/> Monthly Point-to-Point with Cap Index Strategy	<input style="width: 80px;" type="text"/> %
Total Must =	100 %

8. GUARANTEED DESTINATIONS 2SM PRODUCT – Optional Rider(s)

<input type="checkbox"/> Strategy Term Extension Rider	The Prescribed Allocations of the Applicable Strategies are defined by the Strategy Term Extension Rider.
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9. STATE REQUIRED NOTICES

AR, DC, HI, KY, LA, MA, ME, ND, NM, OH, OK, PA, SD, TN, TX and WA Residents

Any person who knowingly and with intent to injure, defraud or deceive any insurance company, submits an application for insurance containing any materially false, incomplete, or misleading information, or conceals for the purpose of misleading, any material fact, is guilty of insurance fraud, which is a crime and in certain states, a felony. Penalties may include imprisonment, fine, denial of benefits, or civil damages.

AZ Residents

On receiving your written request, we will provide you with information regarding the benefits and provisions of the annuity contract for which you have applied. If you are not satisfied, you may cancel your contract by returning it within 20 days after the date you receive it. Any premium paid for the returned contract will be refunded without interest.

CA Residents – Reg. 789.8

The sale or liquidation of any asset in order to buy insurance, either life insurance or an annuity contract, may have tax consequences. Terminating any life insurance policy or annuity contract may have early withdrawal penalties or other costs or penalties, as well as tax consequences. You may wish to consult independent legal or financial advice before the sale or liquidation of any asset and before the purchase of any life insurance or annuity contract.

CO Residents

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of any insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Department of Regulatory Agencies.

FL Residents

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

NJ Residents

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

VA Residents

Any person who, with the intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may have violated the state law.

10. OWNER/JOINT OWNER IDENTITY VERIFICATION

Under Federal law, we are required to verify the identity of all new annuity contract Owner(s). Owner information and verification of the identity of all new Owners must be provided. Failure to complete this section will delay or prevent the issuance of the annuity contract. We will ask to see your driver's license, passport, or other government-issued photo identification that will allow us to verify your identity.

Owner		Joint Owner (If any)	
Check One Form of ID:		Check One Form of ID:	
Individual Owner	Non-Individual Owner	Individual Owner	Non-Individual Owner
<input type="checkbox"/> Driver's License	<input type="checkbox"/> Certified Articles of Incorporation	<input type="checkbox"/> Driver's License	<input type="checkbox"/> Certified Articles of Incorporation
<input type="checkbox"/> Passport	<input type="checkbox"/> Partnership Agreement	<input type="checkbox"/> Passport	<input type="checkbox"/> Partnership Agreement
<input type="checkbox"/> Other _____	<input type="checkbox"/> Trust Document	<input type="checkbox"/> Other _____	<input type="checkbox"/> Trust Document
_____	_____	_____	_____
ID Number	State/Country of Issuance	ID Number	State/Country of Issuance
_____	_____	_____	_____
ID Expiration Date		ID Expiration Date	

For an annuity contract owned by a corporation, association, partnership or trust, customer identification may require that articles of incorporation, partnership agreement or trust document be provided to us. Such documentation will be retained solely for the purposes of customer identification and we accept no responsibility for the enforcement or administration of any of the terms thereof.

12. AGENT DECLARATIONS AND SIGNATURES

Primary Agent Name (Print)		
Address	State	Zip Code
Phone Number (home)	E-mail Address	
Business or Institution Name	Business or Institution Phone Number	
Social Security Number	License Number	Agent Number

I declare that: (a) the application was signed and dated by the Owner(s) and by the Annuitant(s), if not the Owner(s), after all answers and information were recorded herein; and (b) I have truly and accurately recorded on this form all of the information provided by the Owner(s) and the Annuitant(s), if not the Owner(s).

Yes To the best of my knowledge, the annuity contract applied for is intended to replace or change existing life insurance policies or annuity contracts. If replacement or change is involved, I have attached the appropriate Replacement form for the Owner(s) and will return with the application.

No

I certify that the appropriate Disclosure Statement and a *Buyer's Guide to Fixed Deferred Annuities with Appendix for Equity-Indexed Annuities* have been provided to the Applicant(s). I have not made any statements that differ from this material nor have I made any promises about the expected future equity values of this annuity contract.

Initials

I certify that in states with suitability requirements that apply to this annuity: (a) the requirements have been met; (b) I have completed the suitability section of the appropriate disclosure statement with the applicant(s); (c) a copy of that form has been left with the applicant(s); and (d) a copy of the form is enclosed with this application.

Initials

I certify that I personally met with the Owner(s), reviewed the government issued identification described in section 10, OWNER/JOINT OWNER IDENTITY VERIFICATION, and verified to the best of my knowledge and belief, that the information accurately reflects the identity of the Owner(s).

Initials

Primary Agent Signature

Date

Signed At (City,State)

FORETHOUGHT LIFE INSURANCE COMPANY HOME OFFICE USE ONLY

Forethought Destination Indexed AnnuitiesSM
Guaranteed Destinations 2SM
 Limited Flexible Premium Deferred Annuity Application

Forethought Life Insurance Company
 One Forethought Center
 P.O. Box 246
 Batesville, IN 47006-0246

FORETHOUGHT DESTINATION INDEXED ANNUITIESSM
GUARANTEED DESTINATIONS 2SM
DISCLOSURE STATEMENT
LIMITED FLEXIBLE PREMIUM DEFERRED ANNUITY CONTRACT
CONTAINS FIXED AND INDEXED STRATEGIES

Thank you for applying for a Forethought Life Limited Flexible Premium Deferred Annuity Contract series FA1001FP5GD10-01 (may be referred to as Certificate series GA1001FP5GD10-01 in some states). This is a summary of the features and benefits of your annuity provisions, but it is not part of your contract. Please read the following information carefully, sign, and return the original Disclosure Statement.

Annuity Contract: The Limited Flexible Premium Deferred Annuity Contract with fixed and indexed interest strategies is issued by Forethought Life Insurance Company. This contract is intended for retirement funding or other long-term accumulation needs. Substantial contract-imposed penalties may apply to full and partial withdrawals in the first 10 years. Under current Federal tax law, interest credited is not taxed and income taxes are not due until monies are withdrawn. In addition to regular income tax, interest withdrawn prior to age 59½ may be subject to a 10% Federal penalty tax. Contract withdrawals are treated as coming from interest first.

There is no additional tax-deferral benefit for annuities purchased in an IRA, Roth IRA or other tax qualified plan, since these are already tax-deferred. Placing an annuity in an IRA, Roth IRA or other tax qualified plan will receive no additional tax advantage from the annuity. Therefore, in considering whether or not to purchase such an annuity, only consider the annuity's other features, including the availability of lifetime payments and guaranteed minimum contract values.

Premiums: Your initial premium is credited to your contract on the issue date. Additional premiums may be paid during the first { 4 } contract years subject to a minimum individual payment amount and a cumulative maximum amount. (Contract years are one-year periods beginning on each contract anniversary. The first contract year begins on the issue date.) Additional premiums are allocated to the Short-Term Account Strategy when they are received.

Premium Bonus: We increase each premium you pay by an immediate bonus equal to { 5% } of the premium amount.

Accumulation Value: Your accumulation value, or Contract Value, equals the sum of the Short-Term Account Strategy Value, the Fixed Account Strategy Value and the Indexed Account Strategy Values. There are no annual administrative fees, front-end sales charges or loads. There may be rider charges associated with any riders you have chosen to attach to your contract. Some states charge a premium tax. At our discretion, premium taxes may be deducted from your Contract Value if we are required to pay them.

Choice of Fixed Account Strategy and Indexed Account Strategy: The Forethought Life Limited Flexible Premium Deferred Annuity Contract provides a choice of a fixed interest and indexed interest strategies. Each strategy has a single company-declared factor used in calculating interest earnings for that strategy. These company-declared factors are set in advance and are guaranteed not to change during the Strategy Term. The Strategy Term of each strategy is 1 year, unless modified by a rider you have chosen to attach to your contract. On each contract anniversary, you will be sent a report with information about your Contract Value. We may cease to offer a specific strategy after the Withdrawal Charge Period expires.

Short-Term Account Strategy: Additional premiums, after the initial premium, are allocated to the Short-Term Account Strategy when they are received and earn interest at a fixed rate until the next contract anniversary. Then, on each contract anniversary, the Short-Term Account Strategy balance is reallocated to the Fixed Account Strategy and the Indexed Account Strategies as you specify in advance, and the Short-Term Account Strategy balance is reset to zero. The minimum guaranteed annual interest rate for this account is 1.00% per annum.

Fixed Account Strategy: Daily interest, declared by us, is credited to the Fixed Account Strategy Value at a rate guaranteed not to change during the Strategy Term. The minimum guaranteed annual interest rate for this account is 2.00% per annum.

Indexed Account Strategies:

(Additional Strategies may be offered on future contract anniversaries subject to the approval of the Insurance Department of the state in which this contract was issued.)

Annual Spread with Monthly Averaging Over the Index Averaging Period

This index method credits interest at the end of each 1 year Indexing Period by deducting a fee (called the spread) from the average monthly percentage change in the S&P 500 Index since the beginning of the Indexing Period. The spread is declared in advance and is guaranteed not to change during the Strategy Term. The maximum guaranteed annual index spread is 7%.

Monthly Point-to-Point with Cap

This index method credits interest at the end of each 1 year Indexing Period. The rate of interest is the sum of the percentage changes in the S&P 500 Index in each of the 12 monthly periods during the 1 year Indexing Period. Each monthly percentage change included in this sum is limited to a maximum amount called a cap. The cap is declared in advance and is guaranteed not to change during the Strategy Term. The minimum guaranteed monthly index cap is 1%.

Allocation of Premium: The Forethought Life Limited Flexible Premium Deferred Annuity Contract provides a choice of how you allocate your premiums among the fixed interest and indexed interest strategies. You choose your allocation percentages at issue and may change those allocations for future additional premiums at any time. Additional premiums are allocated to the Short-Term Account Strategy when they are received but the balance of that strategy is then reallocated to the Fixed and Indexed Account Strategies on each contract anniversary using your allocation percentages in effect on that date.

Reallocation of Contract Value: You may reallocate your Contract Value among the Fixed and Indexed Account Strategies at the end of each Strategy Term. The Strategy Term is 1 year unless modified by a rider you have chosen to attach to your contract. The Short-Term Account Strategy is not available for reallocation.

Access to Contract Value: Withdrawal provisions give you access to your Contract Value. Withdrawals in the first 10 contract years are subject to withdrawal charges. After the first contract year, you may make cumulative withdrawals each contract year of up to 10% of the Contract Value at the beginning of the contract year without incurring Withdrawal Charges. Withdrawals are made from each strategy in the proportion that each strategy bears to the total Contract Value.

Contract Withdrawal Value: If you surrender your contract you will receive the Contract Withdrawal Value. The Contract Withdrawal Value is the greater of:

- the Contract Value less withdrawal charges; or
-
- the Guaranteed Minimum Contract Value defined in the contract.

Withdrawal Charge: Withdrawal charges may be assessed on Contract Value withdrawals that exceed the Free Withdrawal Amount. Withdrawal charges are percentages of the withdrawal amount, shown in the table below. Withdrawal charges are not assessed against death benefit proceeds paid due to the death of the Owner.

Contract Year	1	2	3	4	5	6	7	8	9	10	11 & Later
Withdrawal Charge	10%	10%	10%	10%	9%	8%	7%	6%	4%	2%	0%

Guaranteed Lifetime Income Benefit:

The Guaranteed Lifetime Income Benefit gives you the right to make Systematic Withdrawals from the contract up to the amount of the Guaranteed Lifetime Annual Income (GLAI) each year beginning on the Option Date and lasting as long as you live – even after the Contract Value has been exhausted. The Option Date is a date you choose; it does, however, have to be after the first contract year and after you turn age 59½. You can change the amount or frequency of your Systematic Withdrawals once per contract year.

The amount of the GLAI on the Option Date is equal to no less than Guaranteed Lifetime Income Benefit Factor multiplied by the Contract Value. The Guaranteed Lifetime Income Benefit Factor depends on the Income Option you choose on the Option Date:

<u>Income Option</u>	<u>Guaranteed Lifetime Income Benefit Factor</u>
Level Single Life	{ 5% }
Increasing Single Life	{ 4% }
Level Joint Life	{ 4% }
Increasing Joint Life	{ 3% }

The GLAI under Level Income Options does not change after the Option Date other than as a result of an Excess Withdrawal. The GLAI under an Increasing Income Option will increase on each contract anniversary by { 2% } of the prior year GLAI starting on the 2nd contract anniversary following the Option Date and ending once the Contract Value has been exhausted.

Single Life Income Options allows annual Systematic Withdrawal of the GLAI during your lifetime. Joint Life Income Options allow your spouse to continue Systematic Withdrawal of the GLAI following your death and for the remainder of your spouse’s life. To take advantage of this option your eligible spouse must be named on the Option Date and your spouse must exercise her/his right to continue the contract following your death.

The GLAI is the most you can withdraw per contract year without affecting future withdrawals available under the Guaranteed Lifetime Income Benefit. Withdrawals in excess of this amount during a contract year will cause a reduction in the GLAI available for future years and could result in termination of the Guaranteed Lifetime Income Benefit and your contract. If Excess Withdrawals result in your GLAI falling below {\$100} and your Contract Value dropping below {\$5,000}, we will treat this as a termination of the contract and send you the remaining Contract Withdrawal Value.

The Guaranteed Lifetime Income Benefit will also terminate:

- If the contract is terminated;
- If a death benefit is paid;
- If you elect to begin payments under an Annuity Option;
- Upon the death following the Option Date of the person on whose life the benefit depends; or
- On any date following the Option Date that the owner is changed other than for spousal continuation of the contract where a Joint Life Income Option has been selected.

Death Benefit: If an Owner dies during the Accumulation Period, your Beneficiary(ies) will be paid a death benefit that is equal to the Contract Value. At that time and until distributed, the death benefit will receive interest at a rate required by the state in which the contract is issued. Alternatively, if the contract is continued by a surviving spouse, the Contract Value may remain in the currently selected strategies for the remainder of the Strategy Term.

Annuity Options: Your contract provides the following Annuity Options. Other Annuity Options may be available on your Annuity Date.

Life Annuity – Annuity payments continuing for the lifetime of the Annuitant, and terminating with the last payment prior to the Annuitant's death.

Life Annuity with 10 Years of Annuity Payments Guaranteed – Annuity payments continuing for the lifetime of the Annuitant, terminating at the later of the last payment prior to the Annuitant's death or for 120 months.

Life Annuity with 20 Years of Annuity Payments Guaranteed – Annuity payments continuing for the lifetime of the Annuitant, terminating at the later of the last payment prior to the Annuitant's death or for 240 months.

Joint and Last Survivor Annuity – Annuity payments continuing for the joint lifetimes of the Annuitant and the Joint Annuitant, terminating with the last payment prior to the last survivor's death.

Joint and Last Survivor Annuity with 10 Years of Annuity Payments Guaranteed – Annuity payments continuing for the joint lifetimes of the Annuitant and the Joint Annuitant, terminating at the later of the last payment prior to the last survivor's death or for 120 months.

Guaranteed Payment Period – Annuity payments continuing for a guaranteed period of from 5 to 30 years. The payments do not depend on the Annuitant's life.

Guaranteed Payment Period, Not to Exceed Life Expectancy – Annuity payments continuing for a guaranteed period equal to the life expectancy of the Annuitant as of the Annuity Date. Continuation of payments does not depend on the Annuitant's life but rather the Guaranteed Payment Period is based on the expected length of the Annuitant's life.

Alternative Life Annuity Option – Annual annuity payments equal to the Guaranteed Lifetime Annual Income continuing for your lifetime, and terminating with the last payment prior to your death. This option is only available if the Annuity Date occurs on the Maturity Date at your attained age 100.

Riders: You may have elected to attach an available rider to your contract. The following is a brief description of riders that may be available.

Strategy Term Extension Rider: This rider extends the Strategy Terms of the Annual Spread with Monthly Averaging Over the Index Averaging Period and Monthly Point-to-Point with Cap Indexed Account Strategies. The Extended Strategy Term is { 5 } years as opposed to { 1 } year(s). Extending the Strategy Term guarantees the Annual Index Spread and Monthly Index Cap as of the date of issue for {5} contract years. The Indexing Period remains {1} year.

On the first day of each Indexing Period during the Extended Strategy Term there is an automatic reallocation so that { 40% } of the total of the two strategy values is allocated to the Annual Spread with Monthly Averaging Over the Index Averaging Period Index Strategy and {60%} is allocated to the Monthly Point-to-Point with Cap Index Strategy. On each Index Date a rider charge is deducted from each of these two strategy values. The rider charge is equal to { 0.50% } of the strategy value.

The rider will automatically renew for additional { 5 } year Extended Strategy Terms. The Annual Index Spread and Monthly Index Cap guaranteed during any renewal Extended Strategy Term will be the rates we declare in advance that are in effect on the first day of each Extended Strategy Term. The rider charge rate for each renewal Extended Strategy Term will be the rate in effect on the first day of each Extended Strategy Term but will not exceed the guaranteed maximum rider charge rate of 1.00%.

Within 30 days following any Index Date you may terminate the rider. Strategy Terms for these Indexed Account Strategies will again be { 1 } year. The Annual Index Spread and Monthly Index Cap for the Indexing Period in the contract year of termination will be the declared rates in effect on the first day of the Indexing Period. Following termination there will be no further rider charges or automatic reallocations.

Nursing Home Waiver Rider: This rider waives the Withdrawal Charge on any withdrawal of Contract Value after we receive proof that you have been confined to an Approved Nursing Facility on or after the first contract anniversary and continuing for at least 60 consecutive days. There is no rider charge for this rider and it is attached to your contract automatically if approved in the state in which this contract is issued.

Terminal Illness Waiver Rider: This rider waives the Withdrawal Charge on any withdrawal of Contract Value after the first contract anniversary and after we receive proof that you suffer from a Terminal Illness, which will result in death within 12 months. There is no rider charge for this rider and it is attached to your contract automatically if approved in the state in which this contract is issued.

Summary: Forethought Life Insurance Company of Batesville, Indiana issues the Forethought Destination Indexed AnnuitiesSM. The Guaranteed Destinations 2SM Limited Flexible Premium Deferred Annuity may not be available in all states (may be referred to as an "equity indexed annuity" in certain states). The contract may be subject to Withdrawal Charges.

Guaranteed Destinations 2SM is not a registered security or stock market investment and does not directly participate in any stock or equity investment.

This Disclosure Statement contains a summary description of the Guaranteed Destinations 2SM Limited Flexible Premium Deferred Annuity. State variations may apply. The exact terms of the annuity are contained in the contract and any attached riders or endorsements, which will control Forethought Life's contractual obligations.

The Standard & Poor's 500 Index ("S&P 500 Index") is used to determine the Index Credit. If the S&P 500 Index is discontinued or if the calculation of the Index is substantially changed, an alternative Index will be substituted, as approved by the Insurance Department of the state in which this contract is issued. You will be notified in writing if this happens. "Standard & Poor's®," "S&P®," "S&P 500®," "Standard & Poor's 500," and "500" are trademarks of The McGraw-Hill Companies, Inc. and have been licensed for use by Forethought Life Insurance Company. The contract is not sponsored, endorsed, sold or promoted by Standard & Poor's and Standard & Poor's makes no representation regarding the advisability of purchasing the contract.



**FORETHOUGHT DESTINATION INDEXED ANNUITIESSM
 GUARANTEED DESTINATIONS 2SM
 DISCLOSURE STATEMENT SIGNATURE PAGE
 LIMITED FLEXIBLE PREMIUM DEFERRED ANNUITY
 CONTAINS FIXED AND INDEXED STRATEGIES**

Owner's Statement – I certify that:

- I have paid \$_____ to purchase the annuity contract selected above from Forethought Life Insurance Company.
- I understand that:
 - The contract provides a choice between fixed and indexed interest account strategies.
 - Additional premiums paid will be allocated to the Short-Term Account Strategy when received and will be reallocated to the Fixed and Indexed Account Strategies on the next following contract anniversary.
 - The Contract Withdrawal Value is the amount to be paid to me if I fully surrender the contract.
 - For the Fixed Account Strategy, the Minimum Guaranteed Interest Rate for new contracts is currently 2.00%.
 - The contract is not a registered security or stock market investment and does not directly participate in any stock or equity investment.
 - Only the interest earned in an Indexed Account Strategy may be affected by a stock or equity index.
 - The final decision regarding the allocation of monies between the Fixed Account Strategy and the Indexed Account Strategies is mine, based on my individual situation, needs and goals, and that my agent is not acting as a registered investment adviser.
 - If I place an annuity in an IRA, Roth IRA, or other tax qualified plan, I will receive no additional tax advantage from the annuity.
 - I can reallocate my Contract Value at the end of each Strategy Term.
- I have received, read, and understand the Contract Disclosure Statement and I have kept a copy of it.
- I have received a copy of the Buyer's Guide to Fixed Deferred Annuities with Appendix for Equity-Indexed Annuities.
- I believe that this annuity contract is a suitable product for my financial needs.
- I made my strategy account selections and premium allocation percentages as indicated below:

%	Strategy Account Selections and Allocation Percentages
	Fixed Account Strategy
	Annual Spread with Monthly Averaging Over The Index Averaging Period
	Monthly Point-to-Point with Cap
	Total Must Equal 100%

 Owner Signature

 Date

 Joint Owner Signature (if applicable)

 Date



Forethought Life Insurance Company
One Forethought Center
P.O. Box 246
Batesville, Indiana 47006-0246

**FORETHOUGHT DESTINATION INDEXED ANNUITYSM
GUARANTEED DESTINATIONS 2SM
DISCLOSURE STATEMENT AGENT'S SIGNATURE PAGE
LIMITED FLEXIBLE PREMIUM DEFERRED ANNUITY CONTRACT
CONTAINS FIXED AND INDEXED STRATEGIES**

Agent's Statement – I certify that:

- I have read the Forethought Destination Indexed AnnuitySM Producer Guidelines.
- I gave a copy of the Disclosure Statement to the Owner.
- I gave a copy of the Buyer's Guide to Fixed Deferred Annuities with Appendix for Equity-Indexed Annuities to the Owner.
- I made no statement that is inconsistent with the Disclosure Statement, nor have I made any promises about expected future fixed interest rates, index spreads or index caps of the annuity contract.

Agent Signature

Agent Printed Name

Date

Instruction to Agent:

- Give this Disclosure Statement to the Owner/Joint Owner
- Two copies of the Disclosure Statement Signature Page are included for your convenience.
 - Complete "fill-in" items. You and the Owner/Joint Owner must sign the Signature Page. It is acceptable to either photocopy the signed, original Signature Page or if a photocopy is not available, to complete and sign two Signature Pages.
 - Give one signed copy to the Owner/Joint Owner.
 - Send the original signed copy along with the annuity application and any other new business forms to:

Forethought Life Insurance Company
P.O. Box 246
Batesville, IN 47006-0246

**FORETHOUGHT DESTINATION INDEXED ANNUITYSM
GUARANTEED DESTINATIONS 2SM
CONTRACT SUMMARY
LIMITED FLEXIBLE PREMIUM DEFERRED ANNUITY**

This form contains many of the features of your Limited Flexible Premium Deferred Annuity Contract. Other provisions appear in other sections or in attached amendments, riders, or endorsements. For complete details, please refer to the appropriate Contract section, amendment, rider, or endorsement.

GENERAL CONTRACT INFORMATION

Contract Number:	0000000
Owner:	John Doe
Joint Owner:	Jane Doe
Issue Date:	Month Day Year
Annuity Date:	Month Day Year
Initial Premium Paid:	\$XX,XXX.XX
(Initial Premium Less Premium Tax:	\$XX,XXX.XX)
Annuitant:	John Doe
(Joint Annuitant:	Jane Doe)
Beneficiary:	James Doe
(Beneficiary:	Joan Doe)
Contract Type:	(Non-Qualified, IRA, Roth IRA)
Riders Attached:	(None)

MINIMUM GUARANTEED CONTRACT VALUE:

- (87.50%) of Premiums paid plus Daily Interest at the applicable Minimum Guaranteed Contract Value Interest Rates; less
- the amount of prior Withdrawals plus Daily Interest on such amounts withdrawn at the applicable Minimum Guaranteed Contract Value Interest Rates.

Minimum Guaranteed Contract Value Interest Rates:

- Fixed Allocations: (3.00%)
- Indexed Allocations: (2.00%)

Account Strategies and Premium Allocations Selected

- ___% Fixed Account Strategy
- ___% Annual Spread with Monthly Averaging Over the Index Averaging Period Indexed Account Strategy
- ___% Monthly Point-to-Point with Cap Indexed Account Strategy

Fixed Account Strategy:

Strategy Term:	(1) Year(s)
Guaranteed Annual Fixed Account Interest Rate:	(3.00%)
Minimum Guaranteed Annual Fixed Account Interest Rate:	2.00%

Annual Spread with Monthly Averaging Over the Index Averaging Period Indexed Account Strategy:

Strategy Term:	(1) Year(s)
Annual Index Spread:	(2.50%)
Maximum Guaranteed Annual Index Spread:	7.00%

Monthly Point-to-Point with Cap Indexed Account Strategy:

Strategy Term:	(1) Year(s)
Monthly Index Cap:	(5.00%)
Minimum Guaranteed Monthly Index Cap:	1.00%

Short-Term Account Strategy:

Strategy Term:	(1) Year(s)
Guaranteed Annual Fixed Account Interest Rate:	(3.00%)
Minimum Guaranteed Annual Fixed Account Interest Rate:	1.00%



Forethought Life Insurance Company
P.O. Box 296
Batesville, Indiana 47006-0296

FORETHOUGHT DESTINATION INDEXED ANNUITIESSM
GUARANTEED DESTINATIONS 2SM
ANNUAL REPORT
LIMITED FLEXIBLE PREMIUM DEFERRED ANNUITY

Prepared on: Date
For Period Beginning: Date
For Period Ending: Date

Owner: Name Joint Owner: (If applicable)
Address Address
City, State, Zip City, State, Zip

Annuitant: Name

Contract Number: XXXXXXXXXX
Issue Date: Month, Day, Year

Contract Type: (Non-Qualified, Traditional IRA, Roth IRA)

Riders	Rider Charges
NONE	

Contract Value: As of (Ending Date)
\$XXX,XXX.XX
** Contract Withdrawal Value: \$XXX,XXX.XX

SUMMARY OF ACTIVITY

Strategy	Short-Term Account Strategy	Fixed Account Strategy	Indexed Account Strategies		Total
			Annual Spread with Monthly Averaging Over the Index Averaging Period	Monthly Point-to-Point with Cap	
Beginning Strategy Value	\$ XX,XXX.XX	\$ XX,XXX.XX	\$ XX,XXX.XX	\$ XX,XXX.XX	\$ XX,XXX.XX
Plus					
Additional Premiums Paid	\$XXX.XX				\$XXX.XX
Reallocations to Strategy		\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXX.XX
Interest Credited*	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXX.XX
Less					
Reallocations from Strategy	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXX.XX
Free Withdrawals	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXX.XX
Withdrawals (other than Free Withdrawals)	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXX.XX
Withdrawal Charges	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXX.XX
Rider Charges	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXX.XX
Ending Strategy Value	\$ XX,XXX.XX	\$ XX,XXX.XX	\$ XX,XXX.XX	\$ XX,XXX.XX	\$ XX,XXX.XX

Declared Rates for Strategy Term: Beginning Date to Ending Date

Short-Term Account Interest Rate	XX.X%			
Guaranteed Annual Fixed Account Interest Rate		XX.X%		
Annual Index Spread			XX.X%	
Monthly Index Cap				XX.X%

During the first 30 days of each Strategy Term you have the right to Reallocate Contract Value from one Strategy to another. Contact us for the appropriate form if you would like to request a Reallocation.

- * In accordance with the Short-Term Account Strategy Value, Fixed Account Strategy Value and Indexed Account Strategy Values.
- ** Amount available after deducting any applicable charges if you cancel your contract.

For further information about Your Contract, please contact Your agent.

INDIVIDUAL RETIREMENT ANNUITY RIDER

General

This Rider is made part of the Contract (hereafter "Contract") to which it is attached. The Contract as amended by this Rider is intended to qualify as an individual retirement annuity under Section 408(b) of the Internal Revenue Code of 1986, as amended (the "Code"). Where the provisions of this Rider are inconsistent with the provisions of the Contract or any Rider of this Contract, the provisions of this Rider will control.

Applicable Provisions

1. Owner

You shall be the Owner and the Annuitant. Any provision of the Contract allowing joint ownership is deleted.
2. Restrictions On Transferability, Exclusive Benefit, Nonforfeitability
 - (a) The Contract may not be transferred or assigned (except pursuant to a divorce decree in accordance with applicable law) or pledged as collateral for a loan or any other purposes.
 - (b) The Contract is established for the exclusive benefit of the Owner and the Owner's Beneficiaries.
 - (c) The entire interest of the Owner in the Contract is nonforfeitable.
3. Limitations on Contributions
 - (a) Except in the case of a rollover contribution (as permitted by Internal Revenue Code Section 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16)) or a contribution made in accordance with the terms of a Simplified Employee Pension (SEP) as described in Section 408(k), no contributions will be accepted unless they are in cash, and the total of such contributions shall not exceed:

\$3,000 for any taxable year beginning in 2002 through 2004;
\$4,000 for any taxable year beginning in 2005 through 2007; and
\$5,000 for any taxable year beginning in 2008 and years thereafter.

After 2008, the limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code Section 219(b)(5)(D). Such adjustments will be in multiples of \$500.
 - (b) In the case of an Owner who is 50 or older, the annual cash contribution limit is increased by:

\$500 for any taxable year beginning in 2002 through 2005; and
\$1,000 for any taxable year beginning in 2006 and years thereafter.
 - (c) In addition to the amounts described in paragraphs (a) and (b) above, an Owner may make a repayment of a qualified reservist distribution described in Code Section 72(t)(2)(G) during the 2-year period beginning on the day after the end of the active duty period or by August 17, 2008, if later.

- (d) In addition to the amounts described in paragraphs (a) and (c) above, an Owner who was a participant in a Section 401(k) plan of a certain employer in bankruptcy described in Code Section 219(b)(5)(C) may contribute up to \$3,000 for taxable years beginning after 2006 and before 2010 only. An Owner who makes contributions under this paragraph (d) may not also make contributions under paragraph (b).
- (e) No contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to Section 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date the Owner first participated in that employer's SIMPLE IRA plan.
- (f) The Contract does not require fixed premium payments. No additional premiums, after the initial Premium, are required to keep the Contract in force.

4. Distributions of Owner's Interest

- (a) Notwithstanding any provision of this IRA to the contrary, the distribution of the Owner's interest in the IRA shall be made in accordance with the requirements of Code Section 408(b)(3) and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the IRA (as determined under paragraph 5(c)) must satisfy the requirements of Code Section 408(a)(6) and the regulations thereunder, rather than paragraphs (b), (c) and (d) below and paragraph 5.
- (b) The entire interest of the Owner will commence to be distributed no later than the first day of April following the calendar year in which the Owner attains age 70 ½ (the "required beginning date") over (a) the life of the Owner or the lives of the Owner and his or her designated Beneficiary or (b) a period certain not extending beyond the life expectancy of the Owner or the joint and last survivor expectancy of the Owner and his or her designated Beneficiary. Payments must be made in periodic payments at intervals of no longer than 1 year and must be either non-increasing or they may increase only as provided in Q&As-1 and -4 of Section 1.401(a)(9)-6 of the Income Tax Regulations. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of Section 1.401(a)(9)-6.
- (c) The distribution periods described in paragraph (b) above cannot exceed the periods specified in Section 1.401(a)(9)-6 of the Income Tax Regulations.
- (d) The first required payment can be made as late as April 1 of the year following the year the Owner attains age 70 ½ and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval.

5. Distributions Upon Owner's Death

- (a) **Death On or After Required Distributions Commence.** If the Owner dies on or after the date required distributions commence, the remaining portion of his or her interest will continue to be distributed under the Annuity Option chosen.

- (b) Death Before Required Distributions Commence. If the Owner dies before required distributions commence, his or her entire interest will be distributed at least as rapidly as follows:
- (i) If the designated Beneficiary is someone other than the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death, over the remaining life expectancy of the designated Beneficiary, with such life expectancy determined using the age of the Beneficiary as of his or her birthday in the year following the year of the Owner's death, or, if elected, in accordance with subparagraph (b)(iii) below.
 - (ii) If the Owner's sole designated Beneficiary is the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death (or by the end of the calendar year in which the individual would have attained age 70 ½, if later), over such spouse's life, or, if elected, in accordance with subparagraph (b)(iii) below. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated Beneficiary's remaining life expectancy determined using such Beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with subparagraph (b)(iii) below. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the payment option chosen.
 - (iii) If there is no designated Beneficiary, or if applicable by operation of subparagraph (b)(i) or (b)(ii) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Owner's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under subparagraph (b)(ii) above).
 - (iv) Life expectancy is determined using the Single Life Table in Q&A-1 of Section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in subparagraph (b)(i) or (ii) and reduced by 1 for each subsequent year.
- (c) The "interest" in the IRA includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of Section 1.408-8 of the Income Tax Regulations and the actuarial value of any other benefits provided under the IRA, such as guaranteed death benefits.
- (d) For purposes of paragraphs (a) and (b) above, required distributions are considered to commence on the Owner's required beginning date or, if applicable, on the date distributions are required to begin to the surviving spouse under subparagraph (b)(ii) above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Section 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.

- (e) If the sole designated Beneficiary is the Owner's surviving spouse, the spouse may elect to treat the IRA as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a contribution to the IRA or fails to take required distributions as a Beneficiary.

6. Multiple IRAs

The Owner may satisfy the minimum distribution requirements under Section 408(b)(3) of the Code by receiving a distribution from one IRA that is equal to the amount required to satisfy the minimum distribution requirement for two or more IRAs. For this purpose, if you own two or more IRAs, you may use the alternative method described in Section 1.408-8 of the Income Tax Regulations, to satisfy the minimum distribution requirements.

7. Compliance

- (a) The Owner has the sole responsibility for determining whether any purchase payment meets applicable income tax rules.
- (b) The Owner or Beneficiary shall be solely responsible for requesting a distribution which complies with this Rider and applicable law.

8. Annual Reports

The Company shall furnish annual calendar year reports concerning the status of the annuity and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue.

9. Amendments

We reserve the right to amend the Contract or Rider to the extent necessary to qualify as an individual retirement annuity for federal income tax purposes.

10. Meaning of Terms

All of the terms used in this Rider have the same meaning as in the Contract unless otherwise clearly indicated in this Rider. This Rider is subject to all the exclusions, definitions and provisions of the Contract which are not inconsistent with the terms of this Rider.

The effective date of this Rider is the Issue Date.



President
Forethought Life Insurance Company

ROTH INDIVIDUAL RETIREMENT ANNUITY RIDER

General

This Rider is made part of the Contract (hereafter "Contract") to which it is attached. The Contract as amended by this Rider is intended to qualify as a Roth individual retirement annuity under Section 408A of the Internal Revenue Code of 1986, as amended (the "Code"). Where the provisions of this Rider are inconsistent with the provisions of the Contract or any Rider of the Contract, the provisions of this Rider will control.

Applicable Provisions

The following provisions apply and replace any contrary provisions of the Contract:

1. Owner

You shall be the Owner. Any provision of the Contract that would allow joint ownership is deleted.

2. Restrictions On Transferability, Exclusive Benefit, Nonforfeitability

(a) The Contract may not be transferred or assigned (except pursuant to a divorce decree in accordance with applicable law) or pledged as collateral for a loan or for any other purpose.

(b) The Contract is established for the exclusive benefit of the Owner or the Owner's Beneficiaries.

(c) The entire interest of the Owner in the Contract is nonforfeitable.

3. Limitations On Contributions

(a) Maximum Permissible Amount. Except in the case of a qualified rollover contribution or a recharacterization (as defined in (f) below), no contribution will be accepted unless it is in cash and the total of such contributions to all the Owner's Roth IRAs for a taxable year does not exceed the applicable amount (as defined in (b) below), or the Owner's compensation (as defined in (h) below), if less, for that taxable year. The contribution described in the previous sentence that may not exceed the lesser of the applicable amount or the Owner's compensation is referred to as a "regular contribution". However, notwithstanding the dollar limits on contributions, an Owner may make a repayment of a qualified reservist distribution described in Code Section 72(t)(2)(G) during the 2-year period beginning on the day after the end of the active duty period or by August 17, 2008, if later. A "qualified rollover contribution" is a rollover contribution of a distribution from an IRA that meets the requirements of Code Section 408(d)(3), except the one-rollover-per-year rule of Section 408(d)(3)(B) does not apply if the rollover contribution is from an IRA other than a Roth IRA (a "nonRoth IRA"). For taxable years beginning after 2005, a qualified rollover contribution includes a rollover from a designated Roth account described in Code Section 402A; and for taxable years beginning after 2007, a qualified rollover contribution also includes a rollover from an eligible retirement plan described in Section 402(c)(8)(B). Contributions may be limited under (c) through (e) below.

(b) Applicable Amount. The applicable amount is determined below:

- (i) If the Owner is under age 50, the applicable amount is \$3,000 for any taxable year beginning in 2002 through 2004, \$4,000 for any taxable year beginning in 2005 through 2007 and \$5,000 for any taxable year beginning in 2008 and years thereafter. After 2008, the \$5,000 amount will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code Section 219(b)(5)(D). Such adjustments will be in multiples of \$500.
- (ii) If the Owner is 50 or older, the applicable amount under paragraph (i) above is increased by \$500 for any taxable year beginning in 2002 through 2005 and by \$1,000 for any taxable year beginning in 2006 and years thereafter.
- (iii) If the Owner was a participant in a Section 401(k) plan of a certain employer in bankruptcy described in Code Section 219(b)(5)(C), then the applicable amount under paragraph (i) above is increased by \$3,000 for taxable years beginning after 2006 and before 2010 only. An Owner who makes contributions under this paragraph (iii) may not also make contributions under paragraph (ii).

(c) Regular Contribution Limit. The maximum regular contribution that can be made to all the Owner's Roth IRAs for a taxable year is the smaller amount determined under (i) or (ii) below.

- (i) The maximum regular contribution is phased out ratably between certain levels of modified adjusted gross income ("modified AGI," defined in (g) below) in accordance with the following table:

Filing Status	Full Contribution	Phase-out Range	No Contribution
Modified AGI			
Single or Head of Household	\$95,000 or less	Between \$95,000 and \$110,000	\$110,000 or more
Joint Return or Qualifying Widow(er)	\$150,000 or less	Between \$150,000 and \$160,000	\$160,000 or more
Married-Separate Return	\$0	Between \$0 and \$10,000	\$10,000 or more

If the Owner's modified AGI for a taxable year is in the phase-out range, the maximum regular contribution determined under this table for that taxable year is rounded up to the next multiple of \$10 and is not reduced below \$200. After 2006, the dollar amounts above will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code Section 408 A(c)(3). Such adjustments will be in multiples of \$1,000.

- (ii) If the Owner makes regular contributions to both Roth and nonRoth IRAs for a taxable year, the maximum regular contribution that can be made to all the individual's Roth IRAs for that taxable year is reduced by the regular contributions made to the individual's nonRoth IRAs for the taxable year.

- (d) **Qualified Rollover Contribution Limit.** A rollover from an eligible retirement plan other than a Roth IRA or a designated Roth account cannot be made to this IRA if, for the year the amount is distributed from the other plan, (i) the Owner is married and files a separate return, (ii) the Owner is not married and has modified AGI in excess of \$100,000 or (iii) the Owner is married and together the individual and the individual's spouse have modified AGI in excess of \$100,000. For purposes of the preceding sentence, a husband and wife are not treated as married for a taxable year if they have lived apart at all times during that taxable year and file separate returns for the taxable year. For taxable years beginning after 2009, the limits in this paragraph (d) do not apply to qualified rollover contributions.
- (e) **SIMPLE IRA Limits.** No contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to Section 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date the Owner first participated in that employer's SIMPLE IRA plan.
- (f) **Recharacterization.** A regular contribution to a nonRoth IRA may be recharacterized pursuant to the rules in Section 1.408A-5 of the regulations as a regular contribution to this IRA, subject to the limits in (c) above.
- (g) **Modified AGI.** For purposes of (c) and (d) above, the Owner's modified AGI for a taxable year is defined in Code Section 408A(c)(3)(C)(i) and does not include any amount included in adjusted gross income as a result of a rollover from an eligible retirement plan other than a Roth IRA (a "conversion").
- (h) **Compensation.** For purposes of (a) above, compensation is defined as wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses) and includes earned income, as defined in Code Section 401(c)(2) (reduced by the deduction the self-employed individual takes for contributions made to a self-employed retirement plan). For purposes of this definition, Section 401(c)(2) shall be applied as if the term trade or business for purposes of Section 1402 included service described in subsection (c)(6). Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to interest and dividends) or amounts not includible in gross income. Compensation also does not include any amount received as a pension or annuity or as deferred compensation. The term "compensation" shall include any amount includible in the individual's gross income under Section 71 with respect to a divorce or separation instrument described in subparagraph (A) of Section 71(b)(2). In the case of a married individual filing a joint return, the greater compensation of his or her spouse is treated as his or her own compensation, but only to the extent that such spouse's compensation is not being used for purposes of the spouse making a contribution to a Roth IRA or a deductible contribution to a nonRoth IRA.
- (i) **The Contract does not require fixed premium payments.** No additional premiums, after the initial premium are required to keep the Contract in force.

4. Required Distributions

- (a) No amount is required to be distributed prior to the death of the Owner.
- (b) Notwithstanding any provision of this IRA to the contrary, the distribution of the Owner's interest in the IRA shall be made in accordance with the requirements of Code Section 408(b)(3), as modified by Section 408A(c)(5), and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the IRA (as determined under paragraph 4(d)) must satisfy the requirements of Code Section 408(a)(6), as modified by Section 408A(c)(5), and the regulations thereunder, rather than the distribution rules in paragraphs (c), (d), (e) and (f) below.
- (c) Upon the death of the Owner, his or her entire interest will be distributed at least as rapidly as follows:
 - (i) If the designated Beneficiary is someone other than the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death, over the remaining life expectancy of the designated Beneficiary, with such life expectancy determined using the age of the Beneficiary as of his or her birthday in the year following the year of the Owner's death, or, if elected, in accordance with subparagraph (c)(iii) below.
 - (iii) If the Owner's sole designed Beneficiary is the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death (or by the end of the calendar year in which the Owner would have attained age 70 1/2, if later), over such spouse's life, or, if elected, in accordance with subparagraph (c)(iii) below. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated Beneficiary's remaining life expectancy determined using such Beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with subparagraph (c)(iii) below. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the contract payment option chosen.
 - (iii) If there is no designated Beneficiary, or if applicable by operation of subparagraph (c)(i) or (c)(ii) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Owner's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under subparagraph (c)(ii) above).
 - (iv) Life expectancy is determined using the Single Life Table in Q&A-1 of Section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in subparagraph (c)(i) or (ii) and reduced by 1 for each subsequent year.

- (d) The "interest" in the IRA includes the amount of any outstanding rollover, transfer and recharacterization under Q&A's-7 and -8 of Section 1.408-8 of the Income Tax Regulations and the actuarial value of any other benefits provided under the IRA, such as guaranteed death benefits.
- (e) For purposes of subparagraph (c)(ii) above, required distributions are considered to commence on the date distributions are required to begin to the surviving spouse under such subparagraph. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Section 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.
- (f) If the sole designated Beneficiary is the Owner's surviving spouse, the spouse may elect to treat the IRA as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a contribution to the IRA or fails to take required distributions as a Beneficiary.

5. Compliance

- (a) The Owner has the sole responsibility for determining whether any purchase payment meets the applicable income tax rules.
- (b) The Owner or Beneficiary shall be solely responsible for requesting a distribution which complies with this Rider and applicable law.

6. Annual Reports

The Company shall furnish annual calendar year reports concerning the status of the annuity and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue.

7. Amendments

We reserve the right to amend the Contract or Rider to the extent necessary to qualify as a Roth IRA for federal income tax purposes.

8. Terms

All of the terms used in this Rider have the same meanings as in the Contract unless otherwise clearly indicated in this Rider. This Rider is subject to all the exclusions, definitions, and provisions of the Contract which are not inconsistent with the terms of this Rider.

The effective date of this Rider is the Issue Date.



President
Forethought Life Insurance Company

SERFF Tracking Number: FRT-125584788 State: Arkansas
Filing Company: Forethought Life Insurance Company State Tracking Number: 38695
Company Tracking Number:
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.005 Limited Flexible Premium
Variable
Product Name: Limited Flexible Premium Deferred Annuity
Project Name/Number: Guaranteed Destinations 2/FA1004FP5GD10-02

Supporting Document Schedules

Review Status:
Satisfied -Name: Certification/Notice 03/28/2008
Comments:
Attachment:
AR Certification.pdf

Review Status:
Satisfied -Name: Application 03/28/2008
Comments:
Attachment:
FA3002GD2-01 Application GD2.pdf

Review Status:
Satisfied -Name: Life & Annuity - Actuarial Memo 03/28/2008
Comments:
Attachment:
GD2 Actuarial Memorandum.pdf

Arkansas Certification
Contract Form: FA1001FP5GD10-01-10, et. al.

I certify the following:

Contract Summary Disclosure

A contract summary disclosure is provided at the time of application for this contract. The applicants are required to sign and date the form. A copy is left with the applicant. This form is in no way deceptive, confusing or misleading and has been reviewed and complies with the Arkansas Insurance Department requirements as of this date.

Agent Education

All agents soliciting this product are suitably licensed and trained. This contract will not be solicited by any person who is not trained and qualified.

Reserves

The company will address this contract separately in the annual (Section 8) actuarial opinion and memorandum addressing each year the amount and type of assets held and the level or reserves and how developed.

The company will establish and maintain a detailed file defining the system for hedging.

Signature of qualified actuary:



Name (typed or printed): Gregory Lee Mitchell

Title or business affiliation: F.S.A., M.A.A.A.

Date: 12/13/2007

(Please Print)

1. OWNER

First Name		Middle Initial	Last Name	
<input type="checkbox"/> Male	<input type="checkbox"/> Female	Date of Birth (mm/dd/yyyy)		Age
Mailing Address			Residential Address (if different than Mailing Address)	
City			State	Zip Code
Phone Number (home)		Phone Number (work)		E-mail Address

JOINT OWNER (Non-Qualified Only – Generally, it is advisable that the Joint Owner be the Spouse of the Owner.)

First Name		Middle Initial	Last Name	
<input type="checkbox"/> Male	<input type="checkbox"/> Female	Relationship to Owner	Date of Birth (mm/dd/yyyy)	Age
Mailing Address			Residential Address (if different than Mailing Address)	
City			State	Zip Code
Phone Number (home)		Phone Number (work)		E-mail Address

TRUST **CORPORATION** **PARTNERSHIP**

Full Name				
Phone Number			Tax or Employer ID Number	
Mailing Address			Street Address (if different than Mailing Address)	
City			State	Zip Code
If Trust is Named, Provide Trustee's Full Name				Date Trust Established

2. ANNUITANT (Complete only if the Owner and Annuitant are different.)

First Name		Middle Initial	Last Name	
<input type="checkbox"/> Male	<input type="checkbox"/> Female	Relationship to Owner	Date of Birth (mm/dd/yyyy)	Age
Mailing Address			Residential Address (if different than Mailing Address)	
City			State	Zip Code
Phone Number (home)		Phone Number (work)		E-mail Address

JOINT ANNUITANT

First Name		Middle Initial	Last Name	
<input type="checkbox"/> Male	<input type="checkbox"/> Female	Relationship to Owner	Date of Birth (mm/dd/yyyy)	Age
Mailing Address			Residential Address (if different than Mailing Address)	
City			State	Zip Code
Phone Number (home)		Phone Number (work)		E-mail Address

3. BENEFICIARY INFORMATION *(Beneficiary proceeds will be split equally if no percentages are provided. Primary and Contingent Beneficiary percentage designation(s) must be in whole percentages only and each total 100%. Unless specified otherwise in the Special Instructions and Remarks section of this application, upon death of an Owner, the surviving Joint Owner, if any, becomes the Primary Beneficiary and the Primary Beneficiary, listed below, becomes the Contingent Beneficiary.)*

Primary

First Name		Middle Initial	Last Name	
<input type="checkbox"/> Male <input type="checkbox"/> Female	Relationship to Owner		Social Security Number - -	
Mailing Address		Residential Address (if different than Mailing Address)		
City		State	Zip Code	Country of Citizenship
E-mail Address				Percentage

Primary **Contingent**

First Name		Middle Initial	Last Name	
<input type="checkbox"/> Male <input type="checkbox"/> Female	Relationship to Owner		Social Security Number - -	
Mailing Address		Residential Address (if different than Mailing Address)		
City		State	Zip Code	Country of Citizenship
E-mail Address				Percentage

Primary **Contingent**

First Name		Middle Initial	Last Name	
<input type="checkbox"/> Male <input type="checkbox"/> Female	Relationship to Owner		Social Security Number - -	
Mailing Address		Residential Address (if different than Mailing Address)		
City		State	Zip Code	Country of Citizenship
E-mail Address				Percentage

Primary **Contingent**

First Name		Middle Initial	Last Name	
<input type="checkbox"/> Male <input type="checkbox"/> Female	Relationship to Owner		Social Security Number - -	
Mailing Address		Residential Address (if different than Mailing Address)		
City		State	Zip Code	Country of Citizenship
E-mail Address				Percentage

Please use section 4 if you require additional Beneficiary space.

4. SPECIAL INSTRUCTIONS AND REMARKS

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5. ANNUITY TYPE (Select One)

Type of Annuity Requested: Non-Qualified

Tax Qualified Plans:

IRA
 Roth IRA

If applicable, has the Required Minimum Distribution for the current tax year been met? Yes No

6. PREMIUM PAYMENT

Premium Amount Remitted with Application: \$ _____

Estimated Premium Amount of 1035 Exchange/Transfer: \$ _____

Source of Premium Payment: Check Wire 1035 Exchange/Transfer
(Payable to: Forethought Life Insurance Company)

7. GUARANTEED DESTINATIONS 2SM PRODUCT AND STRATEGY(IES) ALLOCATIONS

Guaranteed Destinations 2SM

PREMIUM ALLOCATION DIRECTION (Minimum of \$10,000 per Allocation.)

FIXED and INDEXED ACCOUNT STRATEGIES:

Whole Percentages Only

<input type="checkbox"/> Fixed Account Strategy	_____ %
<input type="checkbox"/> Annual Spread with Monthly Averaging Over the Index Averaging Period Index Strategy	_____ %
<input type="checkbox"/> Monthly Point-to-Point with Cap Index Strategy	_____ %

Total Must = 100 %

8. GUARANTEED DESTINATIONS 2SM PRODUCT – Optional Rider(s)

Strategy Term Extension Rider

The Prescribed Allocations of the Applicable Strategies are defined by the Strategy Term Extension Rider.

9. STATE REQUIRED NOTICES

AR, DC, HI, KY, LA, MA, ME, ND, NM, OH, OK, PA, SD, TN, TX and WA Residents

Any person who knowingly and with intent to injure, defraud or deceive any insurance company, submits an application for insurance containing any materially false, incomplete, or misleading information, or conceals for the purpose of misleading, any material fact, is guilty of insurance fraud, which is a crime and in certain states, a felony. Penalties may include imprisonment, fine, denial of benefits, or civil damages.

AZ Residents

On receiving your written request, we will provide you with information regarding the benefits and provisions of the annuity contract for which you have applied. If you are not satisfied, you may cancel your contract by returning it within 20 days after the date you receive it. Any premium paid for the returned contract will be refunded without interest.

CA Residents – Reg. 789.8

The sale or liquidation of any asset in order to buy insurance, either life insurance or an annuity contract, may have tax consequences. Terminating any life insurance policy or annuity contract may have early withdrawal penalties or other costs or penalties, as well as tax consequences. You may wish to consult independent legal or financial advice before the sale or liquidation of any asset and before the purchase of any life insurance or annuity contract.

CO Residents

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of any insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Department of Regulatory Agencies.

FL Residents

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

NJ Residents

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

VA Residents

Any person who, with the intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may have violated the state law.

10. OWNER/JOINT OWNER IDENTITY VERIFICATION

Under Federal law, we are required to verify the identity of all new annuity contract Owner(s). Owner information and verification of the identity of all new Owners must be provided. Failure to complete this section will delay or prevent the issuance of the annuity contract. We will ask to see your driver's license, passport, or other government-issued photo identification that will allow us to verify your identity.

Owner		Joint Owner (If any)	
Check One Form of ID:		Check One Form of ID:	
Individual Owner	Non-Individual Owner	Individual Owner	Non-Individual Owner
<input type="checkbox"/> Driver's License	<input type="checkbox"/> Certified Articles of Incorporation	<input type="checkbox"/> Driver's License	<input type="checkbox"/> Certified Articles of Incorporation
<input type="checkbox"/> Passport	<input type="checkbox"/> Partnership Agreement	<input type="checkbox"/> Passport	<input type="checkbox"/> Partnership Agreement
<input type="checkbox"/> Other _____	<input type="checkbox"/> Trust Document	<input type="checkbox"/> Other _____	<input type="checkbox"/> Trust Document
_____	_____	_____	_____
ID Number	State/Country of Issuance	ID Number	State/Country of Issuance
_____	_____	_____	_____
ID Expiration Date		ID Expiration Date	

For an annuity contract owned by a corporation, association, partnership or trust, customer identification may require that articles of incorporation, partnership agreement or trust document be provided to us. Such documentation will be retained solely for the purposes of customer identification and we accept no responsibility for the enforcement or administration of any of the terms thereof.

11. OWNER DECLARATIONS AND SIGNATURES

The Owner(s) understands and agrees that:

1. The above statements and answers are true, complete, and correct to the best of his or her knowledge and belief.
2. The statements made shall form the exclusive basis of any annuity contract issued hereon.
3. Checks must be made payable to Forethought Life Insurance Company, not to the agent. The canceled check and Delivery Receipt are your receipt.
4. Only a Forethought Life Insurance Company officer can make, modify, discharge, or waive any of the Company's rights.
5. Purchasing an annuity contract for use in a tax qualified retirement plan (e.g., an IRA) will not result in any necessary or additional tax deferral period.

Do you have any existing life insurance policies or annuity contracts? Yes No

Is this annuity intended to replace or change any existing annuity or life insurance contract? Yes No

(Note: If "Yes", complete the appropriate Replacement form for your state and return with application.)

In the event of replacement, I(we) understand that the agent must leave the original or a copy of all written or printed communications used for the presentation with me(us). _____
Initials

I(We) understand that I(we) am(are) applying for a Limited Flexible Premium Deferred Annuity with fixed and indexed strategies. I(We) also understand that although the Contract Values may be calculated by an external index, the contract does not directly participate in any stock or equity investments. No interest will be credited to the Indexed Account Strategy Value until the end of the Indexing Period. _____
Initials

I(We) understand and acknowledge that Forethought Life Insurance Company does not offer legal, financial, tax, investment or estate-planning advice and I(we) have had the opportunity to seek such advice from the proper sources before purchasing this contract. I(We) have determined that the purchase of this Limited Flexible Premium Deferred Annuity with fixed and indexed strategies is suitable given my(our) particular legal, financial, tax, investment, estate-planning or other goals or circumstances. _____
Initials

I(We) have received a copy of the Disclosure Statement and understand that any results shown other than the minimum guaranteed contract values are not guarantees, promises, or warranties. _____
Initials

Owner Signature _____
Date _____
Signed At (City,State)

Joint Owner Signature (if applicable) _____
Date _____
Signed At (City,State)

Annuitant Signature (if other than Owner) _____
Date _____
Signed At (City,State)

12. AGENT DECLARATIONS AND SIGNATURES

Primary Agent Name (Print)		
Address	State	Zip Code
Phone Number (home)	E-mail Address	
Business or Institution Name	Business or Institution Phone Number	
Social Security Number	License Number	Agent Number

I declare that: (a) the application was signed and dated by the Owner(s) and by the Annuitant(s), if not the Owner(s), after all answers and information were recorded herein; and (b) I have truly and accurately recorded on this form all of the information provided by the Owner(s) and the Annuitant(s), if not the Owner(s).

Yes To the best of my knowledge, the annuity contract applied for is intended to replace or change existing life insurance policies or annuity contracts. If replacement or change is involved, I have attached the appropriate Replacement form for the Owner(s) and will return with the application.

No

I certify that the appropriate Disclosure Statement and a *Buyer's Guide to Fixed Deferred Annuities with Appendix for Equity-Indexed Annuities* have been provided to the Applicant(s). I have not made any statements that differ from this material nor have I made any promises about the expected future equity values of this annuity contract.

Initials

I certify that in states with suitability requirements that apply to this annuity: (a) the requirements have been met; (b) I have completed the suitability section of the appropriate disclosure statement with the applicant(s); (c) a copy of that form has been left with the applicant(s); and (d) a copy of the form is enclosed with this application.

Initials

I certify that I personally met with the Owner(s), reviewed the government issued identification described in section 10, OWNER/JOINT OWNER IDENTITY VERIFICATION, and verified to the best of my knowledge and belief, that the information accurately reflects the identity of the Owner(s).

Initials

Primary Agent Signature

Date

Signed At (City,State)

FORETHOUGHT LIFE INSURANCE COMPANY HOME OFFICE USE ONLY

Forethought Destination Indexed AnnuitiesSM
Guaranteed Destinations 2SM
 Limited Flexible Premium Deferred Annuity Application

Forethought Life Insurance Company
 One Forethought Center
 P.O. Box 246
 Batesville, IN 47006-0246

