

SERFF Tracking Number: FRTH-125633005 State: Arkansas
 Filing Company: Forethought Life Insurance Company State Tracking Number: 38850
 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 II/FA1001FP5GD10-02 et al

Filing at a Glance

Company: Forethought Life Insurance Company

Product Name: Limited Flexible Premium SERFF Tr Num: FRTH-125633005 State: ArkansasLH
 Deferred Annuity

TOI: A02I Individual Annuities- Deferred Non- SERFF Status: Closed State Tr Num: 38850
 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: Kasey Poettker Disposition Date: 05/05/2008

Date Submitted: 05/02/2008 Disposition Status: Approved

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

General Information

Project Name: Guaranteed Destinations II
 Project Number: FA1001FP5GD10-02 et al
 Requested Filing Mode:

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments: submitted for approval on 3/28/08

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 05/05/2008

State Status Changed: 05/05/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Form FA1001FP5GD10-02 is a Limited Flexible Premium Deferred Annuity contract with fixed and indexed strategies. The owner may reallocate among offered strategies at the end of each strategy term. It has a premium bonus (currently 5%) and a 10 year withdrawal charge period. This contract contains a Guaranteed Lifetime Income Benefit that provides a lifetime annual income while the contract owner maintains access to their money.

<i>SERFF Tracking Number:</i>	<i>FRTH-125633005</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Forethought Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>38850</i>
<i>Company Tracking Number:</i>			
<i>TOI:</i>	<i>A02I Individual Annuities- Deferred Non-Variable</i>	<i>Sub-TOI:</i>	<i>A02I.005 Limited Flexible Premium</i>
<i>Product Name:</i>	<i>Limited Flexible Premium Deferred Annuity</i>		
<i>Project Name/Number:</i>	<i>Guaranteed Destinations II/FA1001FP5GD10-02 et al</i>		

This contract is identical to FA1001FP5GD10-01 approved December 27, 2007, with a single exception: the previously approved FA1001FP5GD10-01 contains a return of premium guarantee while this contract, FA1001FP5GD10-02, does not. This results in only one line of text difference between the two versions. This is found in the definition of Contract Withdrawal Value on page 4 of the contract.

Likewise, the versions of the disclosure statement to be used with these contracts differ only in the description of the Contract Withdrawal Value at the top of page 3 and in the marketing name we have attached to these product offerings. The versions of the application and contract summary differ only in the marketing name used.

Permitted issue ages for this annuity are 0 to 85. The premium range for will be \$5,000 to \$1,000,000. Forethought Life Insurance Company may accept greater than \$1,000,000 subject to prior home office approval.

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:	\$50.00 per filing
Per Company:	No

SERFF Tracking Number: FRT-125633005 State: Arkansas
Filing Company: Forethought Life Insurance Company State Tracking Number: 38850
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 II/FA1001FP5GD10-02 et al

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Forethought Life Insurance Company	\$50.00	05/02/2008	20072118

SERFF Tracking Number: *FRTH-125633005* State: *Arkansas*
Filing Company: *Forethought Life Insurance Company* State Tracking Number: *38850*
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 II/FA1001FP5GD10-02 et al*

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	05/05/2008	05/05/2008

SERFF Tracking Number: *FRTH-125633005* State: *Arkansas*
Filing Company: *Forethought Life Insurance Company* State Tracking Number: *38850*
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 II/FA1001FP5GD10-02 et al*

Disposition

Disposition Date: 05/05/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: *FRTH-125633005* State: *Arkansas*
 Filing Company: *Forethought Life Insurance Company* State Tracking Number: *38850*
 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 II/FA1001FP5GD10-02 et al*

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	FILING LETTER		Yes
Supporting Document	READABILITY CERTIFICATIONS		Yes
Form	Limited Flexible Premium Deferred Annuity Contract		Yes
Form	Annuity Application		Yes
Form	Disclosure Statement		Yes
Form	Contract Summary		Yes

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Form Schedule

Lead Form Number: FA1001FP5GD10-02

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	FA1001FP5GD10-02-10	Policy/Contract	Limited Flexible Premium Deferred Annuity Contract	Initial		55	FA1001FP5GD10-02 FPDA-10 day 04-21-2008.pdf
	FA3002GD2-01	Application/Enrollment Form	Annuity Application	Initial		52	FA3002GD2-01 Application GD2.pdf
	FA5001FP5GD10-04	Other	Disclosure Statement	Initial		50	FA5001FP5GD10-04 Disclosure Statement.doc
	FA5002FP5GD10-02	Other	Contract Summary	Initial		50	FA5002FP5GD10-02 Contract Summary GD2.pdf



**Limited Flexible
Premium Deferred
Annuity Contract**

Forethought Life Insurance Company
One Forethought Center
P.O. Box 296
Batesville, IN 47006-0296

In this Contract, "You" or "Your" will refer to the Owner and "We," "Our," or "Us" will refer to Forethought Life Insurance Company, a stock company.

We will pay the proceeds of this Contract according to its terms. The proceeds will provide a monthly income or other settlement, in accordance with the Annuity Option selected.

This is a legal Contract between You and Us. Read it carefully.

10 DAY RIGHT TO EXAMINE AND RETURN THIS CONTRACT

If You are not satisfied, You may cancel Your Contract by returning it within 10 days after the date You receive it. Mail or deliver to Us at the address shown above or to Your agent. If You return the Contract by mail, it will be deemed returned on being postmarked, properly addressed, and postage prepaid. This Contract will then be void from its start. Any Premium paid and not previously withdrawn, will be refunded.

This Contract is signed by Us as of its Issue Date.

Secretary

President

This Annuity Contract contains Fixed Indexed Strategies

LIMITED FLEXIBLE PREMIUM DEFERRED ANNUITY CONTRACT
Annuity benefit payable on Annuity Date
Death benefit payable in event of the
Owner's death prior to Annuity Date

CONTRACT VALUE MAY INCREASE BASED ON THE INDEX CALCULATION
DESCRIBED IN THE STRATEGY(IES) YOU HAVE SELECTED.
WHILE CONTRACT VALUE MAY BE AFFECTED BY AN EXTERNAL INDEX,
THE CONTRACT DOES NOT DIRECTLY PARTICIPATE IN ANY STOCK OR EQUITY INVESTMENTS.

NONPARTICIPATING

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CONTRACT DATA PAGE

CONTRACT NUMBER: (123456789)

ISSUE DATE: (January 1, 2008)

OWNER: (John Doe)

OWNER'S AGE AT ISSUE DATE: (35)

(JOINT OWNER:) (Jane Doe)

(JOINT OWNER'S AGE AT ISSUE DATE:) (30)

ANNUITANT: (John Doe)

ANNUITANT'S SEX: (Male)

ANNUITANT'S AGE AT ISSUE DATE: (35)

(JOINT ANNUITANT:) (Jane Doe)

(JOINT ANNUITANT'S SEX:) (Female)

JOINT ANNUITANT'S AGE AT ISSUE DATE: (30)

BENEFICIARY(IES): (James Doe)
(Joan Doe)

MATURITY DATE: (January 1, 2073)

ANNUITY DATE: (January 1, 2073)

CONTRACT TYPE: (Non-Qualified, IRA, Roth IRA)

PREMIUM BONUS PERCENTAGE: (5.00%)

INITIAL PREMIUM PAID: (\$250,000.00)

(INITIAL PREMIUM TAX PAID:) (\$0.00)

(INITIAL PREMIUM LESS INITIAL PREMIUM TAX:) (\$250,000.00)

ADDITIONAL PREMIUM ACCEPTANCE DATE (December 31, 2011)

MINIMUM ADDITIONAL PREMIUM AMOUNT (\$1,000.00)

MAXIMUM CUMULATIVE ADDITIONAL PREMIUM (\$250,000.00)

MINIMUM ALLOCATION TO ANY STRATEGY: (\$10,000.00)

MINIMUM WITHDRAWAL AMOUNT: (\$1,000.00)

MINIMUM SYSTEMATIC WITHDRAWAL AMOUNT: (\$100.00)

MINIMUM CONTRACT VALUE AFTER WITHDRAWAL: (\$5,000.00)

MINIMUM GUARANTEED CONTRACT VALUE PREMIUM FACTOR:	(87.5%)
MINIMUM GUARANTEED CONTRACT VALUE INTEREST RATE:	
FIXED ALLOCATIONS:	(3.00%)
INDEXED ALLOCATIONS:	(2.00%)

STRATEGY(IES) AND PREMIUM ALLOCATIONS SELECTED:

SHORT-TERM ACCOUNT STRATEGY:

STRATEGY TERM:	(1) Year(s)
SHORT-TERM ACCOUNT INTEREST RATE:	(3.00%)
MINIMUM GUARANTEED SHORT-TERM ACCOUNT INTEREST RATE:	1.00%

FIXED ACCOUNT STRATEGY:

ALLOCATED INITIAL PREMIUM:	(\$50,000.00)
ALLOCATION PERCENTAGE:	(20.00%)
STRATEGY TERM:	(1) Year(s)
GUARANTEED ANNUAL FIXED ACCOUNT INTEREST RATE:	(3.00%)
INTEREST GUARANTEE PERIOD:	(1) Year(s)
MINIMUM GUARANTEED ANNUAL FIXED ACCOUNT INTEREST RATE:	2.00%

INDEXED ACCOUNT STRATEGY(IES):

ANNUAL SPREAD WITH MONTHLY AVERAGING OVER THE INDEX AVERAGING PERIOD

ALLOCATED INITIAL PREMIUM:	(\$100,000.00)
ALLOCATION PERCENTAGE:	(40.00%)
STRATEGY TERM:	(1) Year(s)
ANNUAL INDEX SPREAD:	(2.50%)
INDEXING PERIOD:	1 Year
INDEX AVERAGING PERIOD:	(12) Months
MAXIMUM GUARANTEED ANNUAL INDEX SPREAD:	7.00%

MONTHLY POINT-TO-POINT WITH CAP

ALLOCATED INITIAL PREMIUM:	(\$100,000.00)
ALLOCATION PERCENTAGE:	(40.00%)
STRATEGY TERM:	(1) Year(s)
MONTHLY INDEX CAP:	(5.00%)
INDEXING PERIOD:	1 Year
MINIMUM GUARANTEED MONTHLY INDEX CAP:	1.00%

GUARANTEED LIFETIME INCOME BENEFIT:

GUARANTEED LIFETIME INCOME BENEFIT FACTOR:

LEVEL SINGLE LIFE INCOME OPTION:	(5.00%)
INCREASING SINGLE LIFE INCOME OPTION:	(4.00%)
LEVEL JOINT LIFE INCOME OPTION:	(4.00%)
INCREASING JOINT LIFE INCOME OPTION:	(3.00%)

COST OF LIVING INCREASE FACTOR: (APPLICABLE TO INCREASING LIFE INCOME OPTIONS)	(2.00%)
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MINIMUM FLOOR ACCUMULATION RATE:	(5.00%)
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WITHDRAWAL CHARGE PERIOD:

10 Years

TABLE OF WITHDRAWAL CHARGES

THE FOLLOWING CHARGES ARE ASSESSED AS A PERCENTAGE OF THE AMOUNT SUBJECT TO WITHDRAWAL CHARGES:

<u>CONTRACT YEAR</u>	<u>PERCENTAGE</u>
1	10%
2	10%
3	10%
4	10%
5	9%
6	8%
7	7%
8	6%
9	4%
10	2%
11 & LATER	0%

ANNUITY SERVICE CENTER:

**FORETHOUGHT LIFE INSURANCE COMPANY
ONE FORETHOUGHT CENTER
P.O. BOX 296
BATESVILLE, IN 47006-0296**

ENDORSEMENTS AND RIDERS ATTACHED TO THIS CONTRACT:

NONE

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.

DEFINITIONS (continued)

Indexing Period – The period over which the Index Credit is calculated. Interest is credited on the last day of the Indexing Period. The Indexing Period for each Indexed Account Strategy selected is shown on the Contract Data Page. The first Indexing Period begins on the Issue Date. Subsequent Indexing Periods begin immediately following the end of each prior Indexing Period.

Initial Premium – The Premium paid effective the Issue Date to put this Contract in force. It is shown on the Contract Data Page.

Issue Date – The date this Contract was issued as shown on the Contract Data Page.

Joint Owner – If there is more than one Owner, each Owner shall be a Joint Owner of the Contract.

Notice – Any form of communication providing information We need, either in writing or another manner that We approve in advance. All Notices to Us must be sent to our Annuity Service Center.

Owner – The person(s) entitled to the ownership rights under this Contract. If Joint Owners are named, all references to Owner shall mean Joint Owners.

Premium – Any amounts paid to Us under this Contract as consideration for the benefits it provides, less any applicable taxes We deduct upon receipt of a Premium.

Premium Acceptance Date – The latest date on which We will permit Additional Premium to be paid into the Contract.

Reallocation – The transfer of Contract Value from one Strategy to another.

Reallocation Date – Reallocation Dates are on Contract Anniversaries. You may reallocate the Contract Value among one or more Strategy(ies) on Reallocation Dates that coincide with the end of Strategy Terms.

Strategy - Any of the crediting Strategies available under the Contract, consisting of the Short-Term Account Strategy, Fixed Account Strategy and the Indexed Account Strategy(ies). You elect the Strategy(ies) to which the Premium is allocated or Reallocation is made, subject to the terms of this Contract. We reserve the right to add Strategies as approved by the Insurance Department of the state in which the Contract is issued. We may cease to offer a specific Strategy or cease to accept Reallocation to a specific Strategy at any time after expiration of the Withdrawal Charge Period. Any new Reallocations accepted are subject to the terms and conditions in existence for any Strategy(ies) available at that time. The Strategies You have elected are shown on the Contract Data Page.

Strategy Term – The period over which rates declared by Us for calculation of Strategy Values are guaranteed. The Strategy Term for each Strategy You have elected is shown on the Contract Data Page. The first Strategy Term begins on the Issue Date. Subsequent Strategy Terms begin immediately following the end of each prior Strategy Term.

Strategy Value – The value of the portion of the Contract Value attributable to a Strategy.

GENERAL PROVISIONS

THE CONTRACT – The entire contract consists of this Contract, any riders or endorsements attached to this Contract, and a copy of the application, if one is attached to this Contract when issued. This Contract must be returned to Us prior to the payment of any benefit, unless waived by Us. Prior to any payment of a death benefit, due proof of death must be submitted to Us.

INCONTESTABILITY – We will not contest the validity of this Contract at any time following the Issue Date.

NONPARTICIPATING – This Contract will not share in any distribution by Us of dividends.

MISSTATEMENT OF AGE OR SEX – We may require proof of age or sex of the Annuitant before making any Annuity Payments under this Contract that are measured by the Annuitant's life. If the age or sex of the Annuitant has been misstated, the amount payable will be the amount that would have been provided at the correct age or sex.

After Annuity Payments have begun, any underpayments will be made up in one lump sum with the next Annuity Payment. Any overpayments will be deducted from future Annuity Payments until the total is repaid. Adjustments for underpayments or overpayments shall include interest calculated at a rate according to applicable law.

PROTECTION OF PROCEEDS – No Beneficiary may encumber, alienate or assign any payments under this Contract before they are due. To the extent permitted by law, no payments will be subject to the debts, contracts or engagements of any payee or to any judicial process to levy upon or attach the same.

REPORTS – At least once each calendar year, We will furnish You with a report showing the Contract Value, the amounts allocated to the applicable Strategies, and any other information as may be required by law. We will send You confirmations of certain transactions. Reports and confirmations will be sent to Your last known address.

PREMIUM AND OTHER TAXES – Any premium taxes or other taxes paid by Us to any governmental entity relating to this Contract may be deducted from the Premium or Contract Value. We will, at our sole discretion, determine when taxes relate to the Contract, including when they have resulted from receipt by Us of the Premium or commencement of Annuity Payments. We may, at Our sole discretion, pay taxes when due and deduct that amount from the Contract Value at a later date. Payments at an earlier date does not waive any right We may have to deduct amounts at a later date. We will deduct any withholding taxes required by applicable law.

EVIDENCE OF SURVIVAL – We may require satisfactory evidence of the continued survival of any person(s) on whose life Annuity Payments are based. We reserve the right to discontinue Annuity Payments until satisfactory proof of continued survival is received.

MODIFICATION OF CONTRACT – This Contract may be modified by Us to maintain compliance with applicable state and federal law. This Contract may be changed only in writing signed by Our President or Our Secretary.

ANNUITANT, OWNERSHIP, ASSIGNMENT PROVISIONS

OWNER – You, as the Owner, have all the interest and rights under this Contract. The Owner is the person designated as such on the Issue Date, unless changed.

You may change the Owner at any time. A change of Owner will automatically revoke any prior designation of Owner. A request for change must be by Notice. Except as otherwise elected or required by law, a change of Owner will not change a designation of an Annuitant or Beneficiary or an Annuity Option election.

The change will become effective as of the date the Notice is received by Us. A new designation of Owner will not apply to any payment made or action taken by Us prior to the time the new designation is recorded at Our Annuity Service Office. Any change of Owner is subject to our underwriting rules in effect at the time of the request.

JOINT OWNER – A Contract may be owned by Joint Owners, limited to two natural persons. Joint Owners have equal ownership rights and must both authorize any exercising of those ownership rights unless otherwise allowed by Us. Upon the death of either Joint Owner, the surviving Joint Owner will be deemed to be the primary Beneficiary, unless You have given Us Notice otherwise.

ANNUITANT – The Annuitant is the natural person on whose life Annuity Payments are based. The Annuitant is the person designated by You as of the Issue Date, unless changed prior to the Annuity Date. The Annuitant may not be changed in a Contract which is owned by a non-natural person. The Annuitant and Owner need not be the same person. Any change of Annuitant is subject to Our underwriting rules in effect at the time of the request.

ASSIGNMENT – You may assign Your rights under this Contract. We will not be bound by any Assignment until Notice of the Assignment is recorded by Us. We are not responsible for the validity or tax consequences of any Assignment. We will not be liable for any payment or other settlement made by Us before We record the Notice of the Assignment.

BENEFICIARY PROVISIONS

BENEFICIARY – The Beneficiary designation in effect on the Issue Date will remain in effect, unless changed. Unless You provide otherwise, the death benefit will be paid in equal shares to the Beneficiary(ies) as follows:

1. to the primary Beneficiary(ies) who survive the Owner (or if the Owner is not a natural person, the Annuitant's death); or if there are none, then
2. to the contingent Beneficiary(ies) who survive the Owner (or if the Owner is not a natural person, the Annuitant's death); or if there are none, then
3. to the Owner's estate.

If Joint Owners have been designated, unless You inform Us otherwise, the surviving Joint Owner will be treated as the primary Beneficiary. Any other Beneficiary designation will be treated as a contingent Beneficiary unless otherwise indicated in a Notice to Us.

SIMULTANEOUS DEATH OF BENEFICIARY AND OWNER – Death benefits will be paid as though any Beneficiary died before the Owner if the Beneficiary dies within 24 hours of the Owner's death.

CHANGE OF BENEFICIARY – Subject to the rights of any irrevocable Beneficiary, You may change the primary Beneficiary or contingent Beneficiary. A change may be made by filing a Notice with Us. The change will take effect as of the date the Notice is received by Us. We will not be liable for any payment made or action taken before We record the change.

PREMIUM PAYMENT PROVISIONS

PREMIUM PAYMENT – The amount of the Initial Premium is shown on the Contract Data Page. Additional Premium payments may be made to the Contract at any time up to and including the Premium Acceptance Date shown on the Contract Data Page. The minimum payment amount We will accept as an Additional Premium is the Minimum Additional Premium Amount shown on the Contract Data Page. The total of all Additional Premiums paid is limited to no more than the Maximum Cumulative Additional Premium shown on the Contract Data Page. Premiums are payable at Our Annuity Service Center or to an authorized agent. A receipt signed by an officer of the Company will be furnished upon request.

ALLOCATION OF INITIAL PREMIUM – The Allocated Initial Premium for each Strategy is that portion of the Initial Premium Paid made in accordance with Your selection made at the Issue Date. The Allocated Initial Premium is subject to the allocation requirements set forth in Electing Strategies.

ALLOCATION OF ADDITIONAL PREMIUM – Additional Premiums are allocated to the Short-Term Account Strategy when received. The Short-Term Account Strategy Value is the accumulation with interest of all Premium received since the last Contract Anniversary as described in the Contract Value Provision. This amount is fully Reallocated to the Fixed and Indexed Account Strategies on each Contract Anniversary using the Allocation Percentages then in effect. You may change the Allocation Percentages by Notice to Us subject to the allocation requirements set forth in Electing Strategies.

CONTRACT VALUE PROVISION

CONTRACT VALUE – Your Contract Value is the sum of Your Short-Term Account Strategy Value, Your Fixed Account Strategy Value and Your Indexed Account Strategy(ies) Value. The Contract Value will never be less than the Minimum Guaranteed Contract Value.

ELECTING STRATEGIES – You elect the Strategies to which Your Premium is allocated from among those offered by Us and described in the Contract and applicable riders. Allocations to any Strategy must be in whole percentages and must not be less than the Minimum Allocation to any Strategy shown on the Contract Data Page. The contractual provisions applicable to the Indexed Strategies You have elected are within the Indexed Account Strategy(ies) section below or are contained in riders attached to and made a part of this Contract.

At any time during the first thirty (30) days immediately following the end of a Strategy Term You may reallocate all or a portion of the Fixed and Indexed Account Strategies Values to any other available Strategy. No Withdrawal Charges will apply to Reallocations made during such thirty (30) day periods. Reallocations are allowed only during the first thirty (30) days of a Strategy Term. During such thirty (30) day period, and until we receive Reallocation notification from You, Your allocations will remain unchanged from the prior Strategy Term other than as a result of allocating the Short-Term Account Strategy Value as described below. If We do not receive notification from You during such thirty (30) day period, You will be deemed to have elected to continue Contract Value allocations to the same Strategies selected in the prior Strategy Term. Reallocations are effective on the Reallocation Date(s).

Reallocation is subject to the terms and conditions in existence for any Strategy(ies) available at that time. Reallocations to any Strategy must not be less than the Minimum Allocation shown on the Contract Data Page. You will receive from Us written confirmation of Your Reallocation elections.

CONTRACT VALUE PROVISION (continued)

SHORT-TERM ACCOUNT STRATEGY – Additional Premiums are initially allocated to the Short-Term Account Strategy. The Premium Bonus is added on the date each Additional Premium is allocated and interest is credited daily. The balance on each Contract Anniversary is Reallocated to the Fixed and Indexed Account Strategies using Your chosen Allocation Percentages that are then in effect. This reduces the Short-Term Account Strategy Value to zero on each Contract Anniversary.

The Short-Term Account Strategy is not available for Reallocation from another Strategy.

SHORT-TERM ACCOUNT STRATEGY VALUE – The Short-Term Account Strategy Value is calculated as follows:

1. On the Issue Date, the Short-Term Account Strategy Value equals zero.
2. On any day other than the Issue Date or a Contract Anniversary, the Short-Term Account Strategy Value equals:
 - (a) the Short-Term Account Strategy Value on the previous day; plus
 - (b) Additional Premiums received since the previous day multiplied by 1 plus the Premium Bonus Percentage; less
 - (c) amounts withdrawn from the Short-Term Account Strategy Value since the previous day; less
 - (d) Withdrawal Charges assessed to the Short-Term Account Strategy Value since the previous day; less
 - (e) any rider charges assessed to the Short-Term Account Strategy Value since the previous day; less
 - (f) any applicable taxes assessed to the Short-Term Account Strategy Value since the previous day; plus
 - (g) interest credited.
3. On each Contract Anniversary, the Short-Term Account Strategy Value is reset to zero by Reallocating the following value to the Fixed and Indexed Account Strategies in accordance with Your Allocation Percentages in effect on that date:
 - (a) the Short-Term Account Strategy Value on the previous day; plus
 - (b) Additional Premiums received on the Contract Anniversary multiplied by 1 plus the Premium Bonus Percentage; less
 - (c) amounts withdrawn from the Short-Term Account Strategy Value on the Contract Anniversary; less
 - (d) Withdrawal Charges assessed to the Short-Term Account Strategy Value on the Contract Anniversary; less
 - (e) any rider charges assessed to the Short-Term Account Strategy Value on the Contract Anniversary; less
 - (f) any applicable taxes assessed to the Short-Term Account Strategy Value on the Contract Anniversary.

Interest is credited to the Short-Term Account Strategy Value at the Short-Term Account Interest Rate. This interest rate is an effective annual rate that is guaranteed for the Contract Year. The rate for the first Contract Year is shown on the Contract Data Page. The Short-Term Account Interest Rate for each future Contract Year will be declared in advance by Us and guaranteed for the length of that Contract Year. It will never be less than the Minimum Guaranteed Short-Term Account Interest Rate shown on the Contract Data Page.

In case of a Withdrawal, interest will be credited on the portion withdrawn up to the Withdrawal date.

CONTRACT VALUE PROVISION (continued)

FIXED ACCOUNT STRATEGY – The Fixed Account Strategy will be available for the amount of the Allocated Initial Premium shown on the Contract Data Page, Reallocation of Additional Premiums from the Short-Term Account Strategy in accordance with Your Allocation Percentage then in effect, or the Reallocation Amount determined by You as of the Reallocation Date.

FIXED ACCOUNT STRATEGY VALUE – The Fixed Account Strategy Value is calculated as follows:

1. On the Issue Date, the Fixed Account Strategy Value equals the Allocated Initial Premium multiplied by 1 plus the Premium Bonus Percentage on the Contract Data Page.
2. On any day thereafter, the Fixed Account Strategy Value equals:
 - (a) the Fixed Account Strategy Value on the previous day; plus
 - (b) Reallocations to the Fixed Account Strategy since the previous day; less
 - (c) amounts withdrawn and Reallocations from the Fixed Account Strategy Value since the previous day; less
 - (d) Withdrawal Charges assessed to the Fixed Account Strategy Value since the previous day; less
 - (e) any rider charges assessed to the Fixed Account Strategy Value since the previous day; less
 - (f) any applicable taxes assessed to the Fixed Account Strategy Value since the previous day; plus
 - (g) interest credited.

Interest is credited to the Fixed Account Strategy Value at the Guaranteed Annual Fixed Account Interest Rate shown on the Contract Data Page. This interest rate is an effective annual rate that is guaranteed for the first Strategy Term. The Guaranteed Annual Fixed Account Interest Rate for each future Strategy Term will be declared in advance by Us and guaranteed for the length of the Strategy Term. It will never be less than the Minimum Guaranteed Annual Fixed Account Interest Rate shown on the Contract Data Page.

In case of a Withdrawal, interest will be credited on the portion withdrawn up to the Withdrawal date.

CONTRACT VALUE PROVISION (continued)

INDEXED ACCOUNT STRATEGY(IES) – The Indexed Account Strategy(ies) is established on the Issue Date or the Reallocation Date(s). If selected on the Issue Date, the Indexed Account Strategy(ies) is shown on the Contract Data Page. On the Reallocation Date(s), You will receive from Us written confirmation of the Indexed Account Strategy(ies) selected.

The Annual Spread with Monthly Averaging Over the Index Averaging Period Index Strategy and the Monthly Point-to-Point with Cap Index Strategy are described below. Any additional Indexed Account Strategies selected on the Issue Date are shown on the Contract Data Page.

ANNUAL SPREAD WITH MONTHLY AVERAGING OVER THE INDEX AVERAGING PERIOD INDEX STRATEGY – The Annual Spread with Monthly Averaging Over the Index Averaging Period Index Strategy will be available for the amount of the Allocated Initial Premium specified on the Contract Data Page, Reallocation of Additional Premiums from the Short-Term Account Strategy in accordance with Your Allocation Percentage then in effect, or the Reallocation Amount determined by You as of any Reallocation Date.

The following definitions and calculations are used for the Annual Spread with Monthly Averaging Over the Index Averaging Period Index Strategy. The definitions and calculations involved in any other Indexed Account Strategies added by rider will be contained in such riders.

Monthly Anniversary – The same day of each month as the Issue Date. If the same day does not exist in a month, we use the last day of the month.

Index Average is the average of the Index Numbers for each Monthly Anniversary during each Index Averaging Period. If the Index Number is not available on any Monthly Anniversary, we will use the Index Number on the first preceding day for which the Index Number is available.

Index Averaging Period is the number of months over which the Index Average is calculated. It is shown on the Contract Data Page. The Index Averaging Period terminates at the end of each Indexing Period.

Average Annual Index Growth is expressed as a percentage and calculated as (A) divided by (B) minus 1, where:

(A) is the Index Average; and

(B) is the Index Number as of the start of the Indexing Period.

Index Spread means the amount subtracted from the result of Average Annual Index Growth in the calculation of the Index Credit at the end of each Indexing Period. It is equal to the Annual Index Spread. The Annual Index Spread is declared in advance of each Indexing Period and is guaranteed not to change for the length of the Strategy Term. The Annual Index Spread for the first Strategy Term is shown on the Contract Data Page. It will never be more than the Maximum Guaranteed Annual Index Spread shown on the Contract Data Page.

Index Credit is the effective interest rate credited to the Indexed Account Strategy Value, based on the Index Spread and the performance of the applicable Index as measured over the Indexing Period. The Index Credit is calculated as (A) minus (B) where:

(A) is the Average Annual Index Growth; and

(B) is the Index Spread.

The Index Credit will never be less than 0%.

CONTRACT VALUE PROVISION (continued)

ANNUAL SPREAD WITH MONTHLY AVERAGING OVER THE INDEX AVERAGING PERIOD INDEX STRATEGY – (Continued)

INDEXED ACCOUNT STRATEGY VALUE – The Indexed Account Strategy Value for the Annual Spread with Monthly Averaging Over the Index Averaging Period Index Strategy is calculated as follows:

1. On the Issue Date, the Indexed Account Strategy Value equals the Allocated Initial Premium multiplied by 1 plus the Premium Bonus Percentage on the Contract Data Page.
2. On each Index Date the Indexed Account Strategy Value is the result of (A) plus (B) minus (C) minus (D) minus (E) minus (F), multiplied by (G) where:
 - (A) the Indexed Account Strategy Value on the last Index Date;
 - (B) Reallocations into the Strategy since the last Index Date;
 - (C) Reallocations out of and amounts withdrawn from the Indexed Account Strategy Value since the last Index Date;
 - (D) Withdrawal Charges assessed to the Indexed Account Strategy Value since the last Index Date;
 - (E) rider charges assessed to the Indexed Account Strategy Value since the last Index Date;
 - (F) any applicable taxes; and
 - (G) 1 plus the Index Credit rate.
3. On any other date the Indexed Account Strategy Value is the result of (A) plus (B) minus (C) minus (D) minus (E) minus (F), where:
 - (A) the Indexed Account Strategy Value on the last Index Date;
 - (B) Reallocations into the Strategy since the last Index Date;
 - (C) Reallocations out of and amounts withdrawn from the Indexed Account Strategy Value since the last Index Date;
 - (D) Withdrawal Charges assessed to the Indexed Account Strategy Value since the last Index Date;
 - (E) rider charges assessed to the Indexed Account Strategy Value since the last Index Date; and
 - (F) any applicable taxes.

CONTRACT VALUE PROVISION (continued)

MONTHLY POINT-TO-POINT WITH CAP INDEX STRATEGY – The Monthly Point-to-Point with Cap Index Strategy will be available for the amount of the Allocated Initial Premium specified on the Contract Data Page, Reallocation of Additional Premiums from the Short-Term Account Strategy in accordance with Your Allocation Percentage then in effect, or the Reallocation Amount determined by You as of any Reallocation Date.

The following definitions and calculations are used for the Monthly Point-to-Point with Cap Index Strategy. The definitions and calculations involved in any other Indexed Account Strategies added by rider will be contained in such riders.

Monthly Anniversary – The same day of each month as the Issue Date. If the same day does not exist in a month, we use the last day of the month.

Monthly Index Cap means the maximum Monthly Index Growth that may be included in the summation of all Capped Monthly Index Growth values at the end of each Indexing Period. It is declared in advance of each Indexing Period and is guaranteed not to change for the length of the Strategy Term. The Monthly Index Cap for the first Strategy Term is shown on the Contract Data Page. It will never be less than the Minimum Guaranteed Monthly Index Cap shown on the Contract Data Page.

Capped Monthly Index Growth value is expressed as a percentage and calculated as the lesser of the Monthly Index Cap or (A) divided by (B) minus 1, where:

- (A) is the Index Number as of the Monthly Anniversary; and
- (B) is the Index Number as of the prior Monthly Anniversary.

Index Credit is the effective interest rate credited to the Indexed Account Strategy Value, based on the Capped Monthly Index Growth values and the performance of the applicable Index as measured over the Indexing Period.

The Index Credit is calculated as the sum of all Capped Monthly Index Growth values over the Indexing Period.

The Index Credit will never be less than 0%.

CONTRACT VALUE PROVISION (continued)

MONTHLY POINT-TO-POINT WITH CAP INDEX STRATEGY – (Continued)

INDEXED ACCOUNT STRATEGY VALUE – The Indexed Account Strategy Value for the Monthly Point-to-Point with Cap Index Strategy is calculated as follows:

1. On the Issue Date, the Indexed Account Strategy Value equals the Allocated Initial Premium multiplied by 1 plus the Premium Bonus Percentage on the Contract Data Page.
2. On each Index Date the Indexed Account Strategy Value is the result of (A) plus (B) minus (C) minus (D) minus (E) minus (F), multiplied by (G) where:
 - (A) the Indexed Account Strategy Value on the last Index Date;
 - (B) Reallocations into the Strategy since the last Index Date;
 - (C) Reallocations out of and amounts withdrawn from the Indexed Account Strategy Value since the last Index Date;
 - (D) Withdrawal Charges assessed to the Indexed Account Strategy Value since the last Index Date;
 - (E) rider charges assessed to the Indexed Account Strategy Value since the last Index Date;
 - (F) any applicable taxes; and
 - (G) 1 plus the Index Credit rate.
3. On any other date the Indexed Account Strategy Value is the result of (A) plus (B) minus (C) minus (D) minus (E) minus (F), where:
 - (A) the Indexed Account Strategy Value on the last Index Date;
 - (B) Reallocations into the Strategy since the last Index Date;
 - (C) Reallocations out of and amounts withdrawn from the Indexed Account Strategy Value since the last Index Date;
 - (D) Withdrawal Charges assessed to the Indexed Account Strategy Value since the last Index Date;
 - (E) rider charges assessed to the Indexed Account Strategy Value since the last Index Date; and
 - (F) any applicable taxes.

CONTRACT VALUE PROVISION (continued)

MINIMUM GUARANTEED CONTRACT VALUE – The Minimum Guaranteed Contract Value is an accumulation at the applicable Minimum Guaranteed Contract Value Interest Rates of the Premiums paid multiplied by the Minimum Guaranteed Contract Value Premium Factor less prior Withdrawals, not including any Withdrawal Charges. The Minimum Guaranteed Contract Value Premium Factor and the Minimum Guaranteed Contract Value Interest Rates are shown on the Contract Data Page. The Minimum Guaranteed Contract Value will never be less than zero.

The Minimum Guaranteed Contract Value is calculated as the sum of the Fixed Minimum Guaranteed Contract Value (Fixed MGCV) and the Indexed Minimum Guaranteed Contract Value (Indexed MGCV) as defined below. The Fixed MGCV is the portion of the Minimum Guaranteed Contract Value that corresponds to the Short-Term Account Strategy Value and the Fixed Account Strategy Value. The Indexed MGCV is the portion of the Minimum Guaranteed Contract Value that corresponds to the Indexed Account Strategy Values.

The Fixed MGCV is calculated as follows:

1. On the Issue Date the Fixed MGCV equals the Allocated Initial Premium of the Fixed Account Strategy multiplied by the Minimum Guaranteed Contract Value Premium Factor.
2. On any day thereafter, the Fixed MGCV equals:
 - (a) the Fixed MGCV on the previous day; plus
 - (b) Additional Premiums paid since the previous day multiplied by the Minimum Guaranteed Contract Value Premium Factor; plus
 - (c) the amount of Reallocations to the Fixed MGCV from the Indexed MGCV since the previous day; less
 - (d) the amount of Reallocations from the Fixed MGCV to the Indexed MGCV since the previous day; less
 - (e) amounts withdrawn that are attributable to the Fixed MGCV since the previous day; plus
 - (f) interest credited at the Minimum Guaranteed Contract Value Interest Rate for Fixed Allocations.

The Indexed MGCV is calculated as follows:

1. On the Issue Date the Indexed MGCV equals the Allocated Initial Premium of the Indexed Account Strategies multiplied by the Minimum Guaranteed Contract Value Premium Factor.
2. On any day thereafter, the Indexed MGCV equals:
 - (a) the Indexed MGCV on the previous day; plus
 - (b) the amount of Reallocations to the Indexed MGCV from the Fixed MGCV since the previous day; less
 - (c) the amount of Reallocations from the Indexed MGCV to the Fixed MGCV since the previous day; less
 - (d) amounts withdrawn that are attributable to the Indexed MGCV since the previous day; plus
 - (e) interest credited at the Minimum Guaranteed Contract Value Interest Rate for Indexed Allocations.

Withdrawals are attributed to the Fixed MGCV and Indexed MGCV in the proportion that each bears to the total Minimum Guaranteed Contract Value.

On a day that a Reallocation from the Short-Term Account Strategy and/or the Fixed Account Strategy to the Indexed Account Strategies occurs, the amount of the comparable Reallocation from the Fixed MGCV to the Indexed MGCV is the amount that reduces the Fixed MGCV in the same proportion that the sum of the Short-Term Account Strategy Value and Fixed Account Strategy Value are reduced. Similarly, on a day that a Reallocation from the Indexed Account Strategies to the Fixed Account Strategy occurs, the amount of the comparable Reallocation from the Indexed MGCV to the Fixed MGCV is the amount that reduces the Indexed MGCV in the same proportion that the Indexed Account Strategies Values are reduced. Reallocations from the Short-Term Account Strategy to the Fixed Account Strategy or Reallocations between Indexed Account Strategies do not result in amounts being Reallocated from the Fixed MGCV or Indexed MGCV.

DEATH BENEFIT PROVISIONS

DEATH OF OWNER DURING THE ACCUMULATION PERIOD – During the Accumulation Period, the death benefit will be paid to Your Beneficiary(ies) upon Your death, or upon the first death of a Joint Owner.

DEATH BENEFIT AMOUNT DURING THE ACCUMULATION PERIOD – The death benefit is the Contract Value determined as of the date on which We have received both due proof of death and an election for the payment method. At that time and until distributed, the death benefit will receive interest as required by the state in which this Contract is issued. In the event the Contract is continued by a surviving spouse as set forth below, the Contract Value will remain in the Strategy(ies) for the remainder of the Strategy Term under the terms of this Contract.

DEATH BENEFIT OPTIONS DURING THE ACCUMULATION PERIOD – A Beneficiary must elect the death benefit to be paid under one of the options below (unless the Owner has previously made such election) in the event of the death of an Owner during the Accumulation Period. In addition, if the Beneficiary is the spouse of the Owner, he or she may elect to continue the Contract in his or her own name and exercise all the Owner's rights under the Contract. The death benefit options available under the Contract are:

Option 1 – lump sum payment of the death benefit; or

Option 2 – the payment of the entire death benefit within five (5) years of the date of the death of the Owner or the first Joint Owner to die; or

Option 3 – payment of the death benefit under an Annuity Option over the lifetime of the Beneficiary or over a period not extending beyond the life expectancy of the Beneficiary with distribution beginning within one year of the date of death of the Owner or the first Joint Owner to die.

Any portion of the death benefit not applied under Option 3 within one (1) year of the date of the Owner's or Joint Owner's death must be distributed within five (5) years of the date of death.

If a lump sum payment is requested, the amount will be paid within seven (7) days of receipt of proof of death and the election.

Payment to the Beneficiary, other than in a lump sum, may only be elected during the sixty (60) day period beginning with the date of receipt of proof of death.

DEATH OF OWNER DURING THE ANNUITY PERIOD – If the Owner or a Joint Owner, who is not the Annuitant, dies during the Annuity Period, any remaining payments under the Annuity Option elected will continue at least as rapidly as under the method of distribution in effect at the time of the Owner's death. Upon the death of the Owner during the Annuity Period, the Beneficiary becomes the Owner.

DEATH OF ANNUITANT – Upon the death of an Annuitant who is not the Owner or a Joint Owner during the Accumulation Period, the Owner automatically becomes the Annuitant. The Owner may select a new Annuitant if the Owner does not want to be the Annuitant. Any new Annuitant designation will be subject to the Company's underwriting rules then in effect. If the Owner is a non-natural person, the death of the primary Annuitant will be treated as the death of the Owner.

Upon the death of the Annuitant during the Annuity Period, the death benefit, if any, will be as specified in the Annuity Option elected. Death benefits will be paid at least as rapidly as under the method of distribution in effect at the Annuitant's death.

DEATH BENEFIT PROVISIONS (continued)

PAYMENT OF DEATH BENEFIT – We will require due proof of death before any death benefit is paid. Due proof of death will be:

1. a certified death certificate; or
2. any other proof satisfactory to Us.

Any death benefit will be paid in accordance with applicable law or regulations governing death benefit payments. In all events, this Contract will be continued and administered in accordance with Section 72(s) of the Internal Revenue Code, as amended.

WITHDRAWAL PROVISIONS

WITHDRAWALS – You have the right to withdraw part or all of your Contract Value at any time prior to the Annuity Date. The most that may be withdrawn at any time prior to the Annuity Date is the greater of:

1. The Contract Withdrawal Value at the time of the Withdrawal; or
2. The remainder of the Guaranteed Lifetime Annual Income at the time of the Withdrawal equal to:
 - a. The Guaranteed Lifetime Annual Income on the previous day; less
 - b. The cumulative Withdrawals taken during the Contract Year and prior to this Withdrawal.

Except for Withdrawals made as part of a Systematic Withdrawal plan, a Withdrawal Amount must be at least the Minimum Withdrawal Amount shown on the Contract Data Page. If the Withdrawal reduces the Contract Value below the amount of the Minimum Contract Value After Withdrawal as shown on the Contract Data Page and the Guaranteed Lifetime Annual Income after the Withdrawal is less than the Minimum Systematic Withdrawal Amount shown on the Contract Data Page, We may treat the request as a Withdrawal of the entire Contract Value. If You withdraw the entire Contract Value and the cumulative Withdrawals during the Contract Year exceed the Guaranteed Lifetime Annual Income or the Guaranteed Lifetime Income Benefit is terminated, this Contract will terminate. If You elect to withdraw all of Your Contract Value, You will not receive less than the Minimum Guaranteed Contract Value.

The amount withdrawn from each Strategy will be in the proportion that each Strategy Value bears to the total Contract Value. Amounts withdrawn prior to the end of the Withdrawal Charge Period may be subject to a Withdrawal Charge. Any Withdrawal Charge will be deducted from the remaining Contract Value or from the Withdrawal Amount. No interest is credited on amounts withdrawn from Indexed Strategies prior to the end of the Indexing Period.

WITHDRAWAL AMOUNT – The Withdrawal Amount is the full amount withdrawn from the Contract Value, including any Free Withdrawal Amount and any amount in excess of the Free Withdrawal Amount.

WITHDRAWAL CHARGE PERIOD – The period shown on the Contract Data Page during which Withdrawal Charges may be assessed against Withdrawal Amounts.

WITHDRAWAL CHARGE – Cumulative Withdrawals of Contract Value, in a Contract Year, that exceed the Free Withdrawal Amount may be assessed a Withdrawal Charge. Withdrawal Charges are not assessed against death benefit proceeds paid on account of the death of the Owner. Withdrawal Charges are also not assessed against any amounts applied to an Annuity Option that begins at least five (5) years after the Issue Date and that makes annuity payments for at least five (5) years.

FREE WITHDRAWAL AMOUNT – After the first Contract Year and prior to the Annuity Date, You may annually withdraw a portion of the Contract Value that is free of Withdrawal Charges. The Free Withdrawal Amount for any Contract Year is equal to 10% of the Contract Value on the prior Contract Anniversary. In the event a Contract's entire Contract Value is withdrawn in a Contract Year a Free Withdrawal Amount is made, the Withdrawal Charge will be retroactively applied to any Free Withdrawal Amounts occurring in that Contract Year. Withdrawals made pursuant to a Systematic Withdrawal plan may be made more frequently than once per Contract Year and will be treated as a Free Withdrawal Amount, provided that the total annual amount withdrawn does not exceed the 10% limitation described above.

SYSTEMATIC WITHDRAWALS – At any time after the first Contract Year and prior to the Annuity Date, You may ask, in a form acceptable to Us, to begin a Systematic Withdrawal plan to make Withdrawals from the Contract Value on a regular basis. This program of Systematic Withdrawals may continue until terminated by You or until the Contract terminates. The Minimum Systematic Withdrawal Amount is shown on the Contract Data Page. It is the least amount that we will allow for a scheduled Withdrawal Amount. All Systematic Withdrawal amounts will be taken from the Strategies on a pro rata basis.

GUARANTEED LIFETIME INCOME BENEFIT PROVISIONS

Subject to the terms of this provision, the Owner has the right under this Contract to make Systematic Withdrawals, as described above, from the Contract beginning on the Option Date in cumulative annual amounts up to the Guaranteed Lifetime Annual Income (**GLAI**) during each remaining Contract Year while the Income Life lives and prior to the termination of this benefit. You may discontinue, restart, or change the amount or frequency of Your Systematic Withdrawals by Notice to Us. Such changes to the Systematic Withdrawal amount are limited to one change per Contract Year. You may continue to make other Withdrawals from the Contract subject to the Withdrawal Provisions above. However, if You withdraw amounts (as Systematic Withdrawals or other Withdrawals) in excess of Your GLAI in a Contract Year on or following the Option Date, Your GLAI will be reduced.

Income Life – The Income Life is:

1. the Owner (or oldest Joint Owner) if the Owner is a natural person; or
2. the Annuitant (or oldest Joint Annuitant) if the Owner is a non-natural person.

The Income Life may change prior to the Option Date if the Owner or Annuitant is changed in accordance with the Annuitant, Ownership, Assignment Provisions or the Death Benefit Provisions if the Beneficiary is the surviving spouse and elects to continue the Contract period. The Income Life will not change after the Option Date.

Option Date - The date chosen by You by Notice to Us on Our form to begin Systematic Withdrawals under this Guaranteed Lifetime Income Benefit. The date must follow both the first Contract Anniversary and the date the Income Life attains age 59 ½.

GUARANTEED LIFETIME ANNUAL INCOME (GLAI) - The GLAI on the Option Date is equal to (A) multiplied by (B) where:

- (A) is the applicable Guaranteed Lifetime Income Benefit Factor shown on the Contract Data Page based on the Income Option You select; and
- (B) is the greater of:
1. The Contract Value; or
 2. The Minimum Floor described below.

Minimum Floor – The Minimum Floor is calculated as follows:

1. On the Issue Date, the Minimum Floor equals the Initial Premium multiplied by 1 plus the Premium Bonus Percentage from the Contract Data Page.
2. On any day after the Issue Date and up to and including the Option Date, the Minimum Floor equals (A) plus (B) minus (C) minus (D) minus (E) plus (F) where:
 - (A) is the Minimum Floor on the previous day;
 - (B) is Premium received since the previous day multiplied by 1 plus the Premium Bonus Percentage;
 - (C) is amounts withdrawn from the Contract since the previous day;
 - (D) is Withdrawal Charges assessed to the Contract since the previous day;
 - (E) is any applicable taxes assessed to the Contract since the previous day; and
 - (F) is daily interest at an annual effective rate equal to the Minimum Floor Accumulation Rate from the Contract Data Page.

GUARANTEED LIFETIME INCOME BENEFIT PROVISIONS (continued)

INCOME OPTIONS – On the Option Date You have a choice of four different Income Options:

1. Level Single Life;
2. Increasing Single Life;
3. Level Joint Life;
4. Increasing Joint Life.

The amount of GLAI depends on the option You choose.

Level Options – The GLAI of a Level Income Option will remain the same each Contract Year from the Option Date until termination of the Guaranteed Lifetime Income Benefit except as provided by the Step-Up and Excess Withdrawal provisions below.

Increasing Options – The GLAI of an Increasing Income Option will increase on Contract Anniversaries beginning on the second Contract Anniversary following the Option Date and ending once the Contract Value equals zero. Once the Contract Value equals zero, the GLAI no longer receives annual increases but will remain level until termination of the Guaranteed Lifetime Income Benefit. During both the increasing and level payment periods, the GLAI will be subject to adjustments as described in the Step-Up and Excess Withdrawal provisions below. During the increasing payment period, the increase on each Contract Anniversary will equal (A) multiplied by (B) where:

- (A) is the Cost of Living Increase Factor on the Contract Data Page; and
- (B) is the GLAI on the day prior to the Contract Anniversary.

Single Life Options – Under a Single Life Income Option, the GLAI will be available for Systematic Withdrawal each Contract Year from the Option Date until the earlier of:

- the death of the Income Life; or
- the termination of the Guaranteed Lifetime Income Benefit.

Joint Life Options – Under a Joint Life Income Option, the GLAI will be available for Systematic Withdrawal each Contract Year from the Option Date until the earlier of:

- the date of death of the last to die of:
 - the Income Life; or
 - the Spouse of the Income Life; or
- the termination of the Guaranteed Lifetime Income Benefit.

The Joint Life Income Options permit the Spouse of the Income Life to continue the Guaranteed Lifetime Income Benefit upon the death of the Income Life following the Option Date. The GLAI will continue to be available to the Spouse for Systematic Withdrawal each Contract Year until the earlier of the death of the Spouse or the termination of the Guaranteed Lifetime Income Benefit. All of the following requirements must be met in order for the Spouse to have the right to continue the Guaranteed Lifetime Income Benefit:

- 1) A Joint Life Income Option must be selected on the Option Date.
- 2) The Spouse must be identified on Our form on which You elect Your Joint Life Income Option on the Option Date.
- 3) The Spouse of the Income Life must qualify as the legal spouse of the Income Life on both the Option Date and the date of death of the Income Life.
- 4) The roles of the Owner, Annuitant and Beneficiary on both the Option Date and the date of death of the Income Life must be as follows:
 - a. If the Owner is a natural person then:
 - i. The Income Life and the Spouse must be Joint Owners; or
 - ii. The Income Life must be the sole Owner and the Spouse must be the sole primary Beneficiary;
 - b. If the Owner is a non-natural person then:
 - i. The Income Life must be the sole Annuitant and the Spouse must be the sole primary Beneficiary;
- 5) Upon the death of the Income Life, the Spouse must exercise his/her right to continue the Contract and no death benefit be paid.

GUARANTEED LIFETIME INCOME BENEFIT PROVISIONS (continued)

STEP-UP -- On each Contract Anniversary following the Option Date, the GLAI (before the addition of any applicable Cost of Living Increase) will be set equal to the greater of:

- the GLAI as of the previous day; or
- the Contract Value multiplied by the applicable Guaranteed Lifetime Income Benefit Factor.

EXCESS WITHDRAWALS -- On any day after the Option Date that an Excess Withdrawal occurs (as described below) the GLAI will be reduced in the same proportion that the Excess Amount reduced the Contract Value. The GLAI on the date of an Excess Withdrawal will equal (A) multiplied by (B) where:

- (A) is the GLAI as of the previous day; and
- (B) is 1 minus the Withdrawal Ratio defined below.

A Withdrawal (Systematic or otherwise) is considered an **Excess Withdrawal** if:

- It is taken on or after the Option Date; and
- On the day it is taken the cumulative Withdrawals for the Contract Year exceed the GLAI as of the previous day.

Any Withdrawal that is taken to satisfy any Required Minimum Distribution requirement based on the Contract Value of this Contract pursuant to the Internal Revenue Code of 1986 and the regulations thereunder will be recognized as a Withdrawal but not as an Excess Withdrawal if the cumulative Withdrawals for the Contract Year do not exceed the Required Minimum Distribution.

The **Withdrawal Ratio** is calculated as (A) divided by the sum of (A) and (B):

- (A) is the Excess Amount of the Excess Withdrawal; and
- (B) is the Contract Value on the current day (after the Excess Withdrawal has been deducted).

The **Excess Amount** of an Excess Withdrawal is equal to the lesser of:

1. The result of (A) minus (B) where:
 - (A) is the cumulative Withdrawals for the Contract Year; and
 - (B) is the GLAI as of the previous day; or
2. The amount of the Excess Withdrawal.

GUARANTEED LIFETIME INCOME BENEFIT PROVISIONS (continued)

BENEFIT TERMINATION -- The Guaranteed Lifetime Income Benefit terminates on the date on which the earliest of the following events occurs:

1. The termination of this Contract;
2. Any day after the Option Date that the GLAI is less than the Minimum Systematic Withdrawal Amount shown on the Contract Data Page;
3. The commencement of payments under an Annuity Option;
4. Any date following the Option Date that the Owner is changed other than for the continuation of the Contract by a surviving spouse where a Joint Life Income Option has been selected;
5. The payment of a death benefit under this Contract; or
6. The death following the Option Date of the person on whose life the income depends:
 - a. For a Single Life Income Option, the death of the Income Life; or
 - b. For a Joint Life Income Option, the latest death of:
 - i. The Income Life; or
 - ii. The Spouse of the Income Life if the Spouse has continued the Guaranteed Lifetime Income Benefit following the death of the Income Life.

Once this benefit terminates, it may not be reinstated.

MISSTATEMENT OF AGE OF INCOME LIFE OR SPOUSE -- We may require proof of age of the Income Life or the Spouse of the Income Life before making payment of any requested Withdrawal amount. If the age of the Income Life or the Spouse has been misstated, the GLAI will be recalculated assuming the correct ages since the Issue Date.

EVIDENCE OF SURVIVAL OF INCOME LIFE OR SPOUSE – After the Option Date, We may require satisfactory evidence of the continued survival of the Income Life on whose life the GLAI is based. If the Spouse of the Income Life has continued the Guaranteed Lifetime Income Benefit following the death of the Income Life, We may require satisfactory evidence of the continued survival of the Spouse. We reserve the right to refuse payment of a Systematic Withdrawal or other requested Withdrawal amount until satisfactory proof of continued survival is received.

EVIDENCE OF MARITAL STATUS OF INCOME LIFE AND SPOUSE – If a Joint Life Income Option is selected, We may require satisfactory evidence of the marital status of the Income Life and the Spouse of the Income Life as of the Option Date and the date of death of the Income Life if the Spouse elects to continue the Guaranteed Lifetime Income Benefit. We reserve the right to refuse payment of a Systematic Withdrawal or other requested Withdrawal amount until satisfactory proof of marital status is received.

ANNUITY PROVISIONS

MATURITY DATE – The Maturity Date of the Contract is the Contract Anniversary following the Owner's or the oldest Joint Owner's 100th birthday (or the Annuitant's or oldest Joint Annuitant's 100th birthday if the Owner is a non-natural person). The Maturity Date is shown on the Contract Data Page. This is the latest permitted Annuity Date.

ANNUITY DATE SELECTION -- You may select to set Your Annuity Date and commence Annuity Payments under an elected Annuity Option after the fifth Contract Year. The Contract Withdrawal Value will be applied to the applicable Annuity Option Table to determine Your first Annuity Payment.

ELECTION OF ANNUITY OPTIONS – The Annuity Option is elected by You. If no Annuity Option is elected, Option 2 – Life Annuity with Ten (10) Years of Annuity Payments Guaranteed will automatically be applied. Upon thirty (30) days Notice prior to the Annuity Date, You may change the Annuity Option. Once payments commence under an elected Annuity Option, that option is irrevocable and the Contract has no value that can be surrendered, loaned, commuted or withdrawn.

ANNUITY OPTIONS – The following Annuity Options, or any other Annuity Option acceptable to You and Us, may be elected:

Option 1 – Life Annuity – We will make Annuity Payments, payable at the frequency elected, during the lifetime of the annuitant and terminating with the last payment due prior to the Annuitant's death.

Option 2 – Life Annuity with 10 Years of Annuity Payments Guaranteed – We will make Annuity Payments, payable at the frequency elected, during the lifetime of the Annuitant with a guarantee that if at the Annuitant's death there have been less than ten (10) years of Annuity Payments made as selected, Annuity Payments will continue for the remainder of the guaranteed period.

Option 3 – Life Annuity with 20 Years of Annuity Payments Guaranteed – We will make Annuity Payments, payable at the frequency elected, during the lifetime of the Annuitant with a guarantee that if at the Annuitant's death there have been less than twenty (20) years of Annuity Payments made as selected, Annuity Payments will continue for the remainder of the guaranteed period.

Option 4 – Joint and Last Survivor Annuity – We will make annuity Payments, payable at the frequency elected, during the lifetime of the Annuitant and the Joint Annuitant. Upon the death of either the Annuitant or Joint Annuitant, Annuity Payments will continue to be paid during the remaining lifetime of the survivor. Annuity Payments cease with the final Annuity Payment due prior to the last survivor's death.

Option 5 – Joint and Last Survivor Annuity with 10 Years of Annuity Payments Guaranteed – We will make Annuity Payments, payable at the frequency elected, during the joint lifetime of the Annuitant and the Joint Annuitant. Upon the death of either the Annuitant or the Joint Annuity, annuity Payments will continue to be paid during the remaining lifetime of the survivor. If at the last death of the Annuitant and the Joint Annuitant, there have been less than ten (10) years of Annuity Payments made as selected, Annuity Payments will continue to be made for the remainder of the guaranteed period.

Option 6 – Guaranteed Payment Period – We will make payments for a guaranteed payment period of 5 to 30 years. The payments do not depend on the Annuitant's life.

Option 6a – Guaranteed Payment Period, Not to Exceed Life Expectancy – We will make payments for a guaranteed payment period equal to the life expectancy of the Annuitant.

Option 7 – Alternative Annuity Option – If the Guaranteed Lifetime Income Benefit is in force on the Maturity Date, You may elect an annuity payable for the life of the Annuitant of annual payments equal to the Guaranteed Lifetime Annual Income as of the day before the Maturity Date. The Owner, or oldest Joint Owner if applicable, will be the Annuitant for this option.

ANNUITY PROVISIONS (continued)

ANNUITY PAYMENTS – The Annuity Tables that follow contain guaranteed monthly Annuity Payment amounts per \$1,000 of Contract Withdrawal Value. They were calculated using the Annuity 2000 Mortality Table with Improvement Table G, at 2.00% interest compounded annually. Annuity payments are based on the Annuitant's Attained Age and sex, and the Annuity Option elected. Unless another payee is designated, You will be the payee of the Annuity Payments.

The Contract Withdrawal Value will be applied to the applicable Annuity Option Table to determine Your first Annuity Payment. The Contract Withdrawal Value is determined no more than five (5) days prior to the Annuity Date. If, as of the Annuity Date, the then current Annuity Option rates applicable to this class of contracts provide an Annuity Payment greater than that which is guaranteed under the same Annuity Option under this Contract, then the greater payment will be made. For Attained Ages, combinations of sex, guaranteed payment periods, payment frequencies, and annualized effective interest rates not shown in these tables, Annuity Payment factors will be calculated in a manner consistent with these Annuity Option Tables.

FREQUENCY AND AMOUNT OF ANNUITY PAYMENTS – Annuity Payments will be paid as monthly installments or at any frequency acceptable to You and Us. If Contract Withdrawal Value to be applied under an Annuity Option is less than \$5,000, We reserve the right to make one lump sum payment in lieu of Annuity Payments. If the amount of any Annuity Payment would be or becomes less than \$100, We may reduce the frequency of payments to an interval which will result in each payment being at least \$100.

BASIS OF PAYMENTS – The Annuity Tables are based on the Annuity 2000 Mortality Table with Improvement Table G at 2.00% interest, compounded annually.

Annuity Options 1, 2, and 3

Monthly Income Payment for each \$1,000 of Contract Withdrawal Value applied

Annuitant's Attained Age	Life Annuity		Life Annuity with 10 Years of Annuity Payments Guaranteed		Life Annuity with 20 Years of Annuity Payments Guaranteed	
	Male	Female	Male	Female	Male	Female
50	\$3.19	\$3.02	\$3.18	\$3.01	\$3.12	\$2.98
51	\$3.26	\$3.07	\$3.24	\$3.06	\$3.18	\$3.03
52	\$3.32	\$3.13	\$3.30	\$3.12	\$3.23	\$3.08
53	\$3.39	\$3.19	\$3.37	\$3.18	\$3.29	\$3.13
54	\$3.46	\$3.25	\$3.44	\$3.24	\$3.35	\$3.19
55	\$3.54	\$3.32	\$3.51	\$3.30	\$3.41	\$3.25
56	\$3.62	\$3.39	\$3.59	\$3.37	\$3.47	\$3.31
57	\$3.71	\$3.46	\$3.67	\$3.44	\$3.54	\$3.37
58	\$3.80	\$3.54	\$3.76	\$3.52	\$3.61	\$3.43
59	\$3.90	\$3.62	\$3.85	\$3.60	\$3.68	\$3.50
60	\$4.00	\$3.71	\$3.94	\$3.68	\$3.75	\$3.57
61	\$4.11	\$3.81	\$4.04	\$3.77	\$3.82	\$3.64
62	\$4.23	\$3.91	\$4.15	\$3.87	\$3.89	\$3.72
63	\$4.35	\$4.01	\$4.27	\$3.97	\$3.97	\$3.79
64	\$4.49	\$4.13	\$4.38	\$4.07	\$4.04	\$3.87
65	\$4.63	\$4.25	\$4.51	\$4.18	\$4.12	\$3.95
66	\$4.79	\$4.38	\$4.64	\$4.30	\$4.19	\$4.03
67	\$4.95	\$4.52	\$4.78	\$4.43	\$4.27	\$4.11
68	\$5.12	\$4.67	\$4.92	\$4.56	\$4.34	\$4.20
69	\$5.31	\$4.83	\$5.08	\$4.71	\$4.41	\$4.28
70	\$5.51	\$5.00	\$5.23	\$4.86	\$4.48	\$4.36
71	\$5.73	\$5.19	\$5.40	\$5.01	\$4.55	\$4.44
72	\$5.95	\$5.39	\$5.56	\$5.18	\$4.61	\$4.51
73	\$6.20	\$5.61	\$5.74	\$5.36	\$4.67	\$4.58
74	\$6.46	\$5.85	\$5.92	\$5.54	\$4.72	\$4.65
75	\$6.74	\$6.11	\$6.10	\$5.73	\$4.78	\$4.71
76	\$7.04	\$6.38	\$6.29	\$5.93	\$4.82	\$4.77
77	\$7.36	\$6.68	\$6.48	\$6.14	\$4.86	\$4.82
78	\$7.70	\$7.01	\$6.67	\$6.35	\$4.90	\$4.86
79	\$8.07	\$7.36	\$6.87	\$6.56	\$4.93	\$4.90
80	\$8.47	\$7.75	\$7.06	\$6.78	\$4.96	\$4.94

**Annuity Option 4
Joint and Survivor Annuity**

Monthly Income Payment for each \$1,000 of Contract Withdrawal Value applied

Male Annuitant's Attained Age	Female Annuitant's Attained Age						
	55	60	65	70	75	80	85
55	\$3.18	\$3.34	\$3.48	\$3.59	\$3.68	\$3.74	\$3.77
60	\$3.28	\$3.50	\$3.71	\$3.89	\$4.04	\$4.15	\$4.22
65	\$3.37	\$3.64	\$3.93	\$4.21	\$4.46	\$4.65	\$4.79
70	\$3.43	\$3.75	\$4.11	\$4.51	\$4.90	\$5.24	\$5.50
75	\$3.46	\$3.82	\$4.25	\$4.76	\$5.32	\$5.86	\$6.32
80	\$3.49	\$3.87	\$4.35	\$4.95	\$5.68	\$6.46	\$7.22
85	\$3.50	\$3.90	\$4.41	\$5.09	\$5.95	\$6.99	\$8.10

**Annuity Option 5
Joint and Survivor Annuity with 10 Years of Annuity Payments Guaranteed**

Monthly Income Payment for each \$1,000 of Contract Withdrawal Value applied

Male Annuitant's Attained Age	Female Annuitant's Attained Age						
	55	60	65	70	75	80	85
55	\$3.18	\$3.34	\$3.48	\$3.59	\$3.67	\$3.73	\$3.76
60	\$3.28	\$3.50	\$3.71	\$3.89	\$4.03	\$4.13	\$4.19
65	\$3.36	\$3.64	\$3.92	\$4.20	\$4.44	\$4.62	\$4.73
70	\$3.42	\$3.74	\$4.10	\$4.49	\$4.86	\$5.16	\$5.37
75	\$3.46	\$3.81	\$4.24	\$4.73	\$5.25	\$5.72	\$6.06
80	\$3.48	\$3.86	\$4.33	\$4.90	\$5.56	\$6.21	\$6.74
85	\$3.50	\$3.88	\$4.38	\$5.01	\$5.77	\$6.59	\$7.28

**Annuity Option 6
Guaranteed Payment Period**

Monthly Income Payment for each \$1,000 of Contract Withdrawal Value applied

Guaranteed Payment Period (Years)	Monthly Payment	Guaranteed Payment Period (Years)	Monthly Payment	Guaranteed Payment Period (Years)	Monthly Payment
5	\$17.49	14	\$6.80	23	\$4.50
6	\$14.71	15	\$6.41	24	\$4.35
7	\$12.73	16	\$6.07	25	\$4.22
8	\$11.25	17	\$5.76	26	\$4.09
9	\$10.10	18	\$5.49	27	\$3.98
10	\$9.17	19	\$5.25	28	\$3.87
11	\$8.42	20	\$5.04	29	\$3.77
12	\$7.79	21	\$4.84	30	\$3.68
13	\$7.26	22	\$4.66		

DEFERRAL PAYMENTS

If approved by the Commissioner of Insurance of the state in which this Contract is delivered, We reserve the right to defer payments for any Withdrawal Amount for a period not exceeding six (6) months. Subject to state requirements, interest will be credited during such deferred period.

RESERVES, VALUES AND BENEFITS

All reserves are greater than or equal to those required by statute. Any values and death benefits that may be available under this Contract are not less than the minimum benefits required by any law of the state in which this Contract is delivered.

(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
			Social Security Number - -	
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
			Social Security Number - -	
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
			Social Security Number - -	
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
			Social Security Number - -	
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: 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.

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 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%

SERFF Tracking Number: FRTH-125633005 State: Arkansas
Filing Company: Forethought Life Insurance Company State Tracking Number: 38850
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 II/FA1001FP5GD10-02 et al

Supporting Document Schedules

Review Status:
Satisfied -Name: Certification/Notice 05/02/2008
Comments:
Attachment:
AR Certification.pdf

Review Status:
Satisfied -Name: Application 05/02/2008
Comments:
The application to be used is being filed in the Forms Schedule tab.

Review Status:
Satisfied -Name: Life & Annuity - Actuarial Memo 05/02/2008
Comments:
Attachment:
GDA Lite Actuarial Memorandum all pages.pdf

Review Status:
Satisfied -Name: FILING LETTER 05/02/2008
Comments:
Attachment:
AR Filing Letter 0508.pdf

Review Status:
Satisfied -Name: READABILITY CERTIFICATIONS 05/02/2008
Comments:
Attachments:
Cert of Read - GD2 - FA1001FP5GD10-02-10.pdf
Cert of Read - GD2 - FA3002GD2-02 Application.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

FORETHOUGHT LIFE INSURANCE COMPANY
Actuarial Memorandum
Individual Limited Flexible Premium Deferred Annuity
With Fixed Indexed Strategies

Form Number: FA1001FP5GD10-01

I. Description of Contract

General Description

This Contract is an Individual Limited Flexible Premium Deferred Annuity that provides annuity income benefits, death benefits, contract withdrawal benefits and a guaranteed lifetime income benefit for systematic withdrawals.

Annuity Benefits

If no other election is made, this Contract will provide monthly income payments for a minimum of 120 months and as long thereafter as the Annuitant lives beginning on the Maturity Date. The Maturity Date is the Contract Anniversary following the Owner's attainment of age 100. If Joint Owners are named in the application, the Maturity Date is based on the age of the oldest Joint Owner. The Annuity Date is the date payments commence under an Annuity Option.

Death Benefits

The Death Benefit equals the Contract Value.

Premiums

The Initial Premium is credited on the Issue Date. Additional Premiums may be paid any time up to and including the Additional Premium Acceptance Date in payment amounts at least equal to the Minimum Additional Premium Amount shown on the Contract Data Page. The total of all Additional Premiums is limited to the Maximum Cumulative Additional Premium shown on the Contract Data Page.

Premium Bonus

A Premium Bonus is added to the Initial Premium and each Additional Premium in the calculation of the Contract Value. The Premium Bonus is equal to the Premium Bonus Percentage on the Contract Data Page multiplied by each premium.

Contract Value

The Contract Value is the sum of the Short-Term Account Strategy Value, the Fixed Account Strategy Value and the Indexed Account Strategy(ies) Value. The Contract Value will never be less than the Minimum Guaranteed Contract Value.

Minimum Guaranteed Contract Value

The Minimum Guaranteed Contract Value is equal to the premiums paid multiplied by the Minimum Guaranteed Contract Value Premium Factor and accumulated at the applicable Minimum Guaranteed Contract Value Interest Rate, less Withdrawals, if any, accumulated at the applicable Minimum Guaranteed Contract Value Interest Rate. The Minimum Guaranteed Contract Value Premium Factor and the Minimum Guaranteed Contract Value Interest Rates are shown on the Contract Data Page and are guaranteed for the life of the contract. They will be set such that the Minimum Guaranteed Contract Value will meet or exceed the minimums established under the Standard Nonforfeiture Law for Deferred Annuities.

Contract Withdrawal Value

The amount available for withdrawal is the Contract Withdrawal Value which is equal to the greater of:

- 1) the Contract Value less any applicable Withdrawal Charge and Premium and other taxes; or
- 2) the Minimum Guaranteed Contract Value.

Withdrawal Charges

This product contains a ten (10) year Withdrawal Charge Period. The schedule of Withdrawal Charges (10%, 10%, 10%, 10%, 9%, 8%, 7%, 6%, 4%, 2%) is listed on the Contract Data Page. Withdrawal Charges are not assessed against death benefits, Free Withdrawal Amounts, and any amounts applied to an Annuity Option that begins at least five (5) years after the Issue Date and that makes annuity payments for at least five (5) years.

Free Withdrawal Amount

After the first Contract Year and prior to the Annuity Date, the owner may annually withdraw a portion of the Contract Value that is free of Withdrawal Charges. The Free Withdrawal Amount for any Contract Year is equal to 10% of the Contract Value on the prior Contract Anniversary. In the event a Contract's entire Contract Value is withdrawn in a Contract Year a Free Withdrawal Amount is made, the Withdrawal Charge will be retroactively applied to any Free Withdrawal Amounts occurring in that Contract Year. Cumulative withdrawals of Contract Value in a Contract Year that exceed the Free Withdrawal Amount may be assessed a Withdrawal Charge. Withdrawals made pursuant to a Systematic Withdrawal plan may be made more frequently than once per Contract Year and will be treated as a Free Withdrawal Amount, provided that the total annual amount withdrawn does not exceed the 10% limitation described above.

Guaranteed Lifetime Income Benefit

Guaranteed Lifetime Annual Income - This benefit allows the owner to make systematic withdrawals for annual amounts up to the Guaranteed Lifetime Annual Income (GLAI) beginning on the Option Date selected by the owner and continuing for the remainder of the owner's life. The Option Date must follow the later of the first contract anniversary or the owner's age 59 ½. The GLAI on the Option Date is equal to the applicable Guaranteed Lifetime Income Benefit Factor multiplied by the greater of the Contract Value or the Minimum Floor.

Minimum Floor - The Minimum Floor is an accumulation at the Minimum Floor Accumulation Rate shown on the Contract Data Page of the premiums paid plus Premium Bonus and less withdrawals, Withdrawal Charges and applicable taxes.

Income Options - The Guaranteed Lifetime Income Benefit Factor depends on the Income Option chosen by the owner on the Option Date. The Guaranteed Lifetime Income Benefit Factors are shown on the Contract Data Page. The Income Options available are:

- 1) Level Single Life;
- 2) Increasing Single Life;
- 3) Level Joint Life; and
- 4) Increasing Joint Life.

Under Level Income Options the GLAI remains the same following the Option Date except for changes due to Step-Up or Excess Withdrawals. Under Increasing Options, the GLAI is increased on each Contract Anniversary following the Option Date by an amount equal to the Cost of Living Increase Factor (shown on the Contract Data Page) multiplied by the GLAI on the previous day. Single Life Income Options make the GLAI available until the death of the Income Life where the Income Life is the Owner or oldest Joint Owner. Joint Life Income Options allow the Spouse of the Income Life to continue having the GLAI available after the Income Life's death and until the death of the Spouse. This right is limited to the situation where the Spouse also exercises her/his right to spousal continuation of the Contract upon the death of the owner/Income Life.

Step-Up - On each Contract Anniversary following the Option Date, the GLAI will be set equal to the greater of the GLAI on the previous day or the product of the Contract Value and the applicable Guaranteed Lifetime Income Benefit Factor.

Excess Withdrawals - On any day that the owner withdraws a cumulative annual amount in excess of the GLAI, the GLAI will be reduced by the same proportion that the excess amount of the withdrawal reduced the Contract Value.

Substitution of Index

The Index Credit is calculated using the Standard and Poor's 500 Index (S&P 500 Index). The S&P 500 Index is a market value weighted index of 500 leading companies from leading industries. It is compiled daily by Standard & Poor's, a division of McGraw-Hill Companies. Excluded from the index are any dividends that may be paid by the firms that comprise the index. If the S&P 500 Index is discontinued or if the calculation of the Index is substantially changed, an alternative suitable index will be substituted in its place, as approved by the Insurance Department of the state in which the Contract was issued. The replacement index would be chosen by identifying the equity index that is most similar to the S&P 500 Index. It would be widely published and represent a wide selection of the largest securities listed on the major stock exchanges.

II. Interest Crediting

This section discusses how interest is credited to the Contract Value.

Overview

The owner may elect to allocate the premium to any of the crediting Strategies available for owner-elected allocation under the Contract, which consist of the Fixed Account Strategy and the Indexed Account Strategy(ies). The first Strategy Term begins on the Issue Date. Subsequent Strategy Terms begin immediately following the end of each prior Strategy Term. The owner may reallocate Contract Value from one Strategy to another at the end of each Strategy Term.

Available Strategies may be added by rider in the future subject to approval. We reserve the right to discontinue at our discretion Indexed Account Strategy(ies) after the Withdrawal Charge Period. Each Strategy, as described below, has one primary adjustable parameter identified in its title. Following is a description of each Strategy currently available:

Short-Term Account Strategy

Additional Premiums are allocated to the Short-Term Account when received. The balance of the Short-Term Account is Reallocated on each Contract Anniversary to the Fixed and Indexed Accounts in accordance with the Allocation Percentages chosen by the owner in effect on the Contract Anniversary.

During the Contract Year and prior to Reallocation, the Short-Term Account Strategy Value receives interest credits at the Short-Term Account Interest Rate declared in advance of the Contract Year and guaranteed not to change during the Contract Year. This rate will not be less than the Minimum Guaranteed Short-Term Account Interest Rates shown on the Contract Data Page. The Short-Term Account Interest Rate for the first Contract Year is shown on the Contract Data Page.

Fixed Account Strategy

The Fixed Account Strategy Value receives interest credits based on a rate declared in advance of each Strategy Term by the company. The rate is at least equal to the Minimum Guaranteed Annual Fixed Account Interest Rate, currently 2%, shown on the Contract Data Page. The rate of interest will not be changed during the Strategy Term. The Strategy Term is one year. The Interest Rate for the Premium allocated to the Fixed Account Strategy on the Issue Date, if any, is also shown on the Contract Data Page as the Guaranteed Annual Fixed Account Interest Rate.

Indexed Account Strategy

The Annual Spread with Monthly Averaging Over the Index Averaging Period Index Strategy and Monthly Point-to-Point with Cap Index Strategy are incorporated into the contract. Additional Indexed Account Strategies may be offered by rider in the future subject to approval.

Annual Spread with Monthly Averaging Over the Index Averaging Period

This index method credits interest to its Indexed Account Strategy Value on each Contract Anniversary at a rate called the Index Credit. It is determined by deducting the Index Spread from the Average Annual Index Growth, which is the average monthly percentage change in the S&P 500 Index since the prior Contract Anniversary. The Index Spread is declared in advance and is guaranteed for each Strategy Term. The Strategy Term is shown on the Contract Data Page. The Index Spread will never be more than the Maximum Guaranteed Annual Index Spread for this strategy, which is 7% per annum. No Participation Rate or Index Cap will be used with this Strategy. The Index Credit will never be less than 0%. Sample annual calculations of the Index Credit under rising, falling and level index scenarios are shown in Appendix B.

Monthly Point-to-Point with Cap

This index method credits interest to its Indexed Account Strategy Value on each Contract Anniversary at a rate called the Index Credit. It is based on the sum of the month-to-month percentage changes in the S&P 500 Index, where each month's percentage is limited to a predetermined percentage change (called the Monthly Index Cap). The Monthly Index Cap is declared in advance and is guaranteed for the entire Strategy Term, but will never be less than the Minimum Guaranteed Monthly Index Cap for this Strategy, which is 1%. No Participation Rate or Index Spread will be used with this Strategy. The Index Credit will never be less than 0%. Sample annual calculations of the Index Credit under rising, falling and level index scenarios are shown in Appendix B.

III. Compliance with NAIC Standard Nonforfeiture Law for Individual Deferred Annuities (SNLIDA)

Section 3, Nonforfeiture Requirements

There are four requirements under this section:

- Upon cessation of payment of considerations or upon request, the company shall grant a paid-up annuity benefit, which must comply with sections 5, 6, 7, 8 and 10 of the SNLIDA. Section 5 is the most applicable in this case and states that the present value of the paid-up annuity benefit on the date annuity payments are to commence is at least equal to the minimum nonforfeiture amount on that date.

Compliance

This contract is a flexible premium contract. The contract provides for a paid up annuity benefit of a minimum of 120 months and as long thereafter as the Annuitant lives (or other Annuity Income Option if elected) beginning on the Annuity Date. The payout is determined by applying the Contract Withdrawal Value on the Annuity Date to the factor associated with the Annuity Income Option elected. The Contract complies with this requirement since the present value of this benefit is always equal to or greater than the Minimum Nonforfeiture Amount.

- If a contract provides for a lump-sum settlement at maturity or any other time, upon surrender of the contract the company shall pay in lieu of a paid-up annuity benefit a cash surrender benefit that complies with sections 5, 6, 8 and 10 of the SNLIDA. Also, the company may reserve the right to defer payment of cash surrender benefits for a period not to exceed 6 months with the approval of the commissioner.

Compliance

The Contract Withdrawal Value may be paid in a lump sum and is always at least equal to the Minimum Nonforfeiture Amount. The contract does not allow deferral of payment of the Contract Withdrawal Value for a period longer than 6 months.

Section 5 is the same as stated in the prior bullet point above.

Compliance

As noted above, the paid-up annuity benefit offered by this contract is in compliance with section 5.

Section 6 states that the cash surrender benefits available prior to maturity shall not be less than the present value as of the date of surrender of that portion of the maturity value of the paid-up annuity benefit that would be provided under the contract at maturity arising from considerations paid prior to the time of cash surrender, reduced by the amount appropriate to reflect any prior partial surrenders of the contract, such present value being calculated on the basis of an interest rate

not more than 1% higher than the interest rate specified in the contract for accumulating net considerations. Also, in no event may the cash surrender benefit be less than the minimum nonforfeiture amount at that time. The death benefits must also be at least equal to the cash surrender benefit.

Compliance

Demonstration of compliance with the first part of section 6 noted above is shown in Appendix A using the maximum issue age and thus the shortest period until maturity. The contract also complies for all longer periods until maturity resulting from younger issue ages. Also, the Contract Withdrawal Value will never be less than the Minimum Nonforfeiture Amount and the death benefit will never be less than the Minimum Nonforfeiture Amount.

Section 8 refers to contracts where an election can be made to have annuity payments commence at optional maturity dates.

Compliance

This contract has a fixed maturity date set equal to the Contract Anniversary following the Owner's or the oldest Joint Owner's 100th birthday.

- The SNLIDA requires a statement of the mortality table and interest rates used in calculating any minimum paid-up annuity cash surrender or death benefits that are guaranteed.

Compliance

The guaranteed interest rates used to determine the Minimum Guaranteed Contract Values are specified on the Contract Data Page. No mortality table is used prior to the Annuity Date. The annuity income purchase rate guarantees provided in the contract are stated in the Annuity Provisions section of the contract.

- The SNLIDA requires a statement that any paid-up annuity, cash surrender or death benefits that may be available under the contract are not less than the minimum benefits required by any statute of the state in which the contract is delivered and an explanation of the manner in which such benefits are altered by the existence of any additional amounts credited by the company to the contract, any indebtedness to the company on the contract or any partial surrenders of the contract.

Compliance

The required statement is found in the Reserves, Values and Benefits section of the Contract.

Section 4, Minimum Values

According to the SNLIDA, the minimum values specified in sections 5, 6, 7, 8 and 10 of any paid-up annuity, cash surrender or death benefits shall be based on the amount defined in this section.

Subsection A

The minimum nonforfeiture amounts, at any time at or prior to the commencement of any annuity payments shall be equal to an accumulation up to such time at a rate of interest defined in Subsection B of the net consideration paid prior to such time, decreased by the sum of prior withdrawals accumulated at that same rate, an annual contract charge of \$50 accumulated at that same rate, any premium tax accumulated at that same rate and the amount of any indebtedness to the company on the contract.

The net consideration for the first contract year equals 87.5% of the Initial Premium and any Additional Premium received in the first contract year. The net consideration for future contract years is 87.5% of any additional premium paid in that contract year. No additional premium is permitted after the Additional Premium Acceptance Date.

Compliance

Compliance with Section 4 of the SNLIDA is demonstrated in Appendix A. The following assumptions have been made:

- No annual contract charges are included in the SNLIDA cash value
- Compliance is demonstrated using both:
 - an Initial Premium equal to \$5,000 and no Additional Premium; and
 - an Initial Premium equal to \$5,000 plus annual Additional Premiums of \$1,000 in years 2, 3 and 4
- Premium-related taxes, fees or assessments imposed against the contract are ignored
- Compliance is demonstrated at both the minimum nonforfeiture rate of 1% and the maximum nonforfeiture rate of 3%

Subsection B

The interest rate used in determining the minimum nonforfeiture amounts shall be the lesser of 3% per annum and the following:

- The 5-year Constant Maturity Treasury Rate reported by the Federal Reserve as of a date, or average over a period, rounded to the nearest 1/20th of one percent (5 basis points) specified in the contract no longer than 15 months prior to the contract issue date or redetermination date,
- Reduced by 125 basis points,
- Reduced by an additional 100 basis points as discussed in Subsection C,
- Where the resulting interest rate is not less than 1%, and
- The interest rate shall apply for an initial period and may be redetermined for additional periods.

Compliance

The interest rates used in determining the minimum nonforfeiture amounts for this contract, the Minimum Guaranteed Contract Value Interest Rates, will be reset for newly issued policies quarterly and be based on the 5-year Constant Maturity Treasury rate. Once a policy is issued, the Minimum Guaranteed Contract Value Interest Rate is guaranteed for the life of the policy.

At the beginning of each calendar quarter, the daily average of the 5-year Constant Maturity Treasury from the prior quarter will be determined. This daily average will be rounded to the nearest 5 basis points. This result will then be reduced by 125 basis points and by up to an additional 100 basis points depending on the level of participation in an indexed benefit. The rate is then subject to a minimum of 1.00% and a maximum of 3.00%.

If the resulting rate differs from that used in the prior quarter by at least 25 basis points, the Minimum Guaranteed Contract Value Interest Rate for issues in the quarter will be reset; otherwise the Minimum Guaranteed Contract Value Interest Rate will remain the same as was used in the prior quarter. However the rate for the first quarter of the calendar year will always be reset and will not be subject to the 25 basis point threshold.

Compliance with Subsection C is addressed below.

Subsection C

During the period or term that a contract provides substantive participation in any equity indexed benefit, it may change the 125 basis point reduction to as much as 225 basis points to reflect the value of an equity index benefit.

Compliance

Substantive participation in an indexed benefit means an annual cost of at least 25 basis points attributable to that indexed benefit.

To demonstrate compliance, the annualized option cost for the indexing period as of the beginning of the indexing period must be calculated. The option cost:

- must use the contract's guaranteed product features;
- must use a representative point in time at the beginning of the current indexing period;
- cannot be adjusted for persistency, death, utilization, etc.; and
- must be calculated using methods and parameters calibrated to capital markets based option pricing.

If the annualized option cost meets the criteria for substantive indexed participation, then a reduction is available equal to the lesser of:

- 100 basis points; or
- the annual cost basis value.

The following are assumed:

Volatility:	16.00%
Risk Free Rate:	3.00%
Dividend Yield:	1.5%

Short-Term Account Strategy

There are no indexed benefits associated with this strategy so the reduction will remain at 125 basis points.

Fixed Account Strategy

There are no indexed benefits associated with this strategy so the reduction will remain at 125 basis points.

Annual Spread with Monthly Averaging Over the Index Averaging Period Index Strategy

Benefits associated with this strategy are linked to an index. Using the Maximum Guaranteed Annual Index Spread of 7.00% and current methods and parameters, the annualized option cost would be equal to 220 basis points. The Annual Index Spread will be set such that the annualized option cost for this strategy will always be greater than 100 basis points. Therefore, the reduction will be equal to 225 basis points.

Monthly Point-to-Point with Cap Index Strategy

Benefits associated with this strategy are linked to an index. Using the Minimum Guaranteed Monthly Index Cap of 1.00% and current methods and parameters, the annualized option cost would be equal to 111 basis points. The Monthly Index Cap will be set such that the annualized option cost for this strategy will always be greater than 100 basis points. Therefore, the reduction will be equal to 225 basis points.

Actuarial Certification

I, Gregory Lee Mitchell, am responsible for evaluating compliance with the Standard Nonforfeiture Law for Individual Deferred Annuities and the Annuity Nonforfeiture Model Regulation on behalf of Forethought Life Insurance Company. I have reviewed this contract form and am familiar with the Nonforfeiture Laws and Regulations as they pertain to equity-indexed annuities. I have also reviewed the methodology that will be used in calculating and setting assumptions for the additional reduction in nonforfeiture rate for equity-indexed annuities. Based on my review, I certify that the methodology used for this contract form meets the minimum requirements of the applicable Nonforfeiture Laws and Regulations.

Gregory Lee Mitchell, F.S.A., M.A.A.A.

Date

IV. Reserves

Statutory reserves will be calculated in compliance with the Standard Valuation Law and are equal to those calculated under the Commissioners Annuity Reserve Valuation Method (CARVM) with guidance from Actuarial Guideline 33. Reserving is intended to be done under the CARVM-UMV Method, as specified in Actuarial Guideline 35.

The valuation will be performed using the "issue year" basis, "with cash settlement options," "with guarantees no longer than five years," and "without future interest rate guarantees." The valuation rates for the elective benefits of partial and full surrender and annuitization will be based on Plan Type C. To illustrate, a policy issued in calendar year 2007 would have a valuation rate of 4.50%. The valuation rates for the non-elective benefits such as death, terminal illness, and/or nursing home confinement, if applicable, will be based on Plan Type A. To illustrate, a policy issued in 2007 would have a valuation rate of 5.25%.

The valuation mortality basis used will be the Annuity 2000 Mortality Table.

Actuarial Certification

I, Daniel R. Patterson, am responsible for evaluating compliance with the Standard Valuation Law as applied to individual deferred annuities on behalf of Forethought Life Insurance Company. I have reviewed this contract form and am familiar with the Valuation Laws and Regulations as they pertain to equity-indexed annuities. Based on my review, I certify that the methodology used for this contract form meets the minimum requirements of the applicable Valuation Laws and Regulations.

Daniel R. Patterson, F.S.A., M.A.A.A.

Date

V. Asset Adequacy Analysis

Forethought performs cash flow testing each year end that is a full asset/liability model projecting both assets and liabilities under several stress scenarios. Forethought intends to use stress equity scenarios in the cash flow testing for this plan to insure sufficient matching between assets and liabilities. These scenarios will be in the flavor of the interest rate scenarios: 95th and 5th percentile equity growth scenarios over the life of the product; level 50th percentile equity growth each year over the life of the product; and Up/Down equity scenarios. In addition, Forethought's monthly GAAP financial process will involve a detail analysis showing the equity mismatch, if any, present in the equity index annuity line.

VI. Hedging Strategy and Potential Risks

General Information

Policyholder premiums will generally be invested in two types of assets. The majority of the premium will be used to purchase typical fixed income securities (bonds, mortgages, etc.). A smaller portion of the premium will be used to purchase over the counter (OTC) options to back the index based crediting strategy. The goal of the hedge strategy will be to reduce the product's equity exposure by purchasing an OTC option that nearly replicates the interest crediting.

To the extent necessary and/or prudent, alternative financial instruments like futures contracts, exchange traded options, exchange traded funds, and interest rate based instruments will be used to supplement OTC option purchases. An example of this might be the use of a futures contract to "bridge" a period of lower sales until a sufficient volume is reached to make an effective OTC trade. Another example might be a period of perceived over-charging by the OTC market.

The equity based exposure created by the indexed crediting methods will be monitored weekly relative to the OTC option portfolio. Mismatches due to lapses, withdrawals, annuitizations, and deaths will be rectified by unwinding options or reducing future option purchases. The monitoring methodology will include stress tests to confirm the effectiveness of the hedge portfolio relative to the liability.

Financial Reporting of Options

Options purchased will be carried at market value in the annual statement general account. No separate account will be established for this product because the options purchased are hedging the equity exposure of a contract which does not require a separate account.

Derivatives Trading Oversight

The Investment Committee will have primary responsibility for authorizing certain individuals to make derivatives trades for purposes of hedging this contract. Authorized individuals will have sufficient skill, knowledge, and experience in the field of derivatives trading and portfolio management. Authorized individuals will be the only ones allowed to initiate and approve derivative transactions.

Counterparties

Option purchases in the OTC market carry a certain amount of counterparty risk. This risk will be managed in three ways. First, counterparties will have to go through an approval process which will assess the creditworthiness of each potential counterparty. Second, the approved counterparty list will be monitored to ensure continued evidence of financial health. Third, the option purchases will be prudently spread among counterparties to ensure that exposure to any one counterparty is not excessive. In certain situations, the lowest bid on the OTC option may not be chosen if the exposure to that counterparty is perceived as too high or approaching a threshold.

Hedging Risks

Hedging is a process that faces a number of potential risks. Each of these risks will be managed as follows:

1. Liquidity Risk – Liquidity risk is characterized by the inability to generate cash as needed. To control this risk, high quality, liquid bonds will make up the majority of the asset portfolio. The hedging portfolio will consist of OTC options and exchange traded futures and options. The exchange traded instruments are highly liquid. The OTC options can easily be sold back to the dealer, sold to a third party, or can be “partially sold” through a reduction in notional.
2. Credit Risk – Risks associated with the credit worthiness of the counterparties will be managed as discussed in the Counterparties section.
3. Market Risk – Stochastic modeling of the entire product will be used to assess the market risk and to determine the optimal asset portfolio.
4. Pricing Risk – Pricing risk can involve a number of potential errors in setting assumptions. Experience studies and product monitoring will be used to adjust pricing assumptions and to set liability values.
5. Legal Risk – Properly executed ISDA agreements are the primary tool for controlling legal risk associated with OTC option sellers.
6. Operational Risk – Checks and Crosschecks will be utilized to ensure that operational risks are kept to a minimum. Administration system downloads will be used to validate liability information. Asset purchases and portfolio inventory will be monitored using account system downloads and the basis risk tool.
7. Basis Risk – Basis risk encompasses the mismatch between the hedging portfolio and the index crediting strategies. Mismatch can occur due to lapses, mortality, annuitizations, and partial withdrawals. Basis risk will be monitored frequently and will be stress tested with deterministic scenarios.

Hedging Personnel

The following individuals will have primary responsibility for managing and monitoring the hedge strategy and other asset/liability issues.

Eric D. Todd, CFA

Chief Investment Officer and Risk Officer, Forethought Financial Group, Inc.

Dan Patterson, FSA, MAAA

Chief Actuary, Forethought Financial Group, Inc.

VII. Risk-Based Capital

C1 Reporting (Asset default risk)

The level of C1 RBC will be determined by multiplying the appropriate RBC factor by the value of the specific asset. The bond portfolio will use asset classes 1-6. The option portfolio will use the Miscellaneous Asset, Class 1 factor.

C3 Reporting (Disintermediation risk)

The level of C3 RBC will be calculated by multiplying the statutory reserve by the appropriate C3 factor. The medium risk factor (currently 1.0%) will be used for the first eight contract years while the withdrawal charges are 5.0% or higher and the high risk factor (currently 2.0%) will be used thereafter.

C4 Reporting (Miscellaneous risk)

The level of C4 RBC will be calculated using the appropriate factor (currently 2%) multiplied by direct collected premium.

Values shown above may change as RBC requirements change. The final RBC calculation is done at the aggregate company level and involves covariance offsets between blocks of inforce.



Gregory Lee Mitchell, F.S.A., M.A.A.A.

4/2/08

Date

Appendix A -- Page 2
Demonstration of Compliance with NAIC Standard Nonforfeiture Law for
Individual Deferred Annuities

Retrospective Test using 3% Nonforfeiture Rate												Prospective Test using 3% Nonforfeiture Rate			
Issue Age:		85										Nonforfeiture Rate:		3.00%	
Maturity Age:		100										Discount Rate:		4.00%	
End of Year	End of Year Attained	Beg of Year Premium	Guaranteed Account Value	Surrender Charge	Free Withdrawal as a % of Account Value	Guaranteed Account Value less Surrender Charges	Cash Value Floor = 87.50% growing at 3.00%	Surrender Value	Annuity Standard Nonforfeiture Minimum Surrender Value using 87.5% at 3.00%	Comply?	Year	Effective Surrender Charge	Maximum Surrender Charge Related to Maturity Value	Comply?	
1	86	5000	5,000	10.00%	0.00%	4,500	4,506	4,506	4,506	Yes	1	10.00%	12.65%	Yes	
2	87	1000	6,000	10.00%	0.00%	5,400	5,543	5,543	5,543	Yes	2	10.00%	11.80%	Yes	
3	88	1000	7,000	10.00%	0.00%	6,300	6,610	6,610	6,610	Yes	3	10.00%	10.95%	Yes	
4	89	1000	8,000	10.00%	0.00%	7,200	7,710	7,710	7,710	Yes	4	10.00%	10.08%	Yes	
5	90	0	8,000	9.00%	0.00%	7,280	7,941	7,941	7,941	Yes	5	9.00%	9.21%	Yes	
6	91	0	8,000	8.00%	0.00%	7,360	8,179	8,179	8,179	Yes	6	8.00%	8.33%	Yes	
7	92	0	8,000	7.00%	0.00%	7,440	8,425	8,425	8,425	Yes	7	7.00%	7.44%	Yes	
8	93	0	8,000	6.00%	0.00%	7,520	8,677	8,677	8,677	Yes	8	6.00%	6.54%	Yes	
9	94	0	8,000	4.00%	0.00%	7,680	8,938	8,938	8,938	Yes	9	4.00%	5.63%	Yes	
10	95	0	8,000	2.00%	0.00%	7,840	9,206	9,206	9,206	Yes	10	2.00%	4.72%	Yes	
11	96	0	8,000	0.00%	0.00%	8,000	9,482	9,482	9,482	Yes	11	0.00%	3.79%	Yes	
12	97	0	8,000	0.00%	0.00%	8,000	9,767	9,767	9,767	Yes	12	0.00%	2.86%	Yes	
13	98	0	8,000	0.00%	0.00%	8,000	10,060	10,060	10,060	Yes	13	0.00%	1.91%	Yes	
14	99	0	8,000	0.00%	0.00%	8,000	10,361	10,361	10,361	Yes	14	0.00%	0.96%	Yes	
15	100	0	8,000	0.00%	0.00%	8,000	10,672	10,672	10,672	Yes	15	0.00%	0.00%	Yes	

Retrospective Test using 1% Nonforfeiture Rate												Prospective Test using 1% Nonforfeiture Rate			
Issue Age:		85										Nonforfeiture Rate:		1.00%	
Maturity Age:		100										Discount Rate:		2.00%	
End of Year	End of Year Attained	Beg of Year Premium	Guaranteed Account Value	Surrender Charge	Free Withdrawal as a % of Account Value	Guaranteed Account Value less Surrender Charges	Cash Value Floor = 87.50% growing at 1.00%	Surrender Value	Annuity Standard Nonforfeiture Minimum Surrender Value using 87.5% at 1.00%	Comply?	Year	Effective Surrender Charge	Maximum Surrender Charge Related to Maturity Value	Comply?	
1	86	5000	5,000	10.00%	0.00%	4,500	4,419	4,500	4,419	Yes	1	10.00%	12.88%	Yes	
2	87	1000	6,000	10.00%	0.00%	5,400	5,347	5,400	5,347	Yes	2	10.00%	12.02%	Yes	
3	88	1000	7,000	10.00%	0.00%	6,300	6,284	6,300	6,284	Yes	3	10.00%	11.15%	Yes	
4	89	1000	8,000	10.00%	0.00%	7,200	7,230	7,230	7,230	Yes	4	10.00%	10.27%	Yes	
5	90	0	8,000	9.00%	0.00%	7,280	7,303	7,303	7,303	Yes	5	9.00%	9.38%	Yes	
6	91	0	8,000	8.00%	0.00%	7,360	7,376	7,376	7,376	Yes	6	8.00%	8.49%	Yes	
7	92	0	8,000	7.00%	0.00%	7,440	7,450	7,450	7,450	Yes	7	7.00%	7.58%	Yes	
8	93	0	8,000	6.00%	0.00%	7,520	7,524	7,524	7,524	Yes	8	6.00%	6.66%	Yes	
9	94	0	8,000	4.00%	0.00%	7,680	7,599	7,680	7,599	Yes	9	4.00%	5.74%	Yes	
10	95	0	8,000	2.00%	0.00%	7,840	7,675	7,840	7,675	Yes	10	2.00%	4.81%	Yes	
11	96	0	8,000	0.00%	0.00%	8,000	7,752	8,000	7,752	Yes	11	0.00%	3.86%	Yes	
12	97	0	8,000	0.00%	0.00%	8,000	7,830	8,000	7,830	Yes	12	0.00%	2.91%	Yes	
13	98	0	8,000	0.00%	0.00%	8,000	7,908	8,000	7,908	Yes	13	0.00%	1.95%	Yes	
14	99	0	8,000	0.00%	0.00%	8,000	7,987	8,000	7,987	Yes	14	0.00%	0.98%	Yes	
15	100	0	8,000	0.00%	0.00%	8,000	8,067	8,067	8,067	Yes	15	0.00%	0.00%	Yes	

Appendix B -- Page 2

STRATEGY: Monthly Point-to-Point with Cap

This index design credits interest to the Strategy Value on an annual basis (Contract Anniversary).

The Strategy Value is the portion of the Contract Value attributable to the Strategy.
The formula for Strategy Value (SV) is as follows:

$$SV(t) = (1 + \text{Index Credit } (t)) * \{SV(t-1) + \text{Rin}(t) - \text{Rout}(t) - W(t) - \text{WC}(t) - \text{RC}(t) - \text{TX}(t)\}$$

where:

- Rin(t) = Reallocations to strategy on last Contract Anniversary
- Rout(t) = Reallocations out of the strategy on last Contract Anniversary
- W(t) = Withdrawals assessed to strategy during Contract Year
- WC(t) = Withdrawal Charges assessed to strategy during Contract Year
- RC(t) = Rider Charges assessed to strategy during Contract Year
- TX(t) = Applicable Taxes assessed to strategy during Contract Year

The Index Credit is the annual effective interest rate credited to the Strategy Value on the Contract Anniversary
The formula for the Index Credit is as follows:

$$\text{Index Credit } (t) = \text{MAX}\{ (\text{Sum of Capped Monthly Index Growth values during Contract Year}) , 0\}.$$

The Capped Monthly Index Growth for a month j during the Contract Year is as follows:

$$\text{Capped Monthly Index Growth } (j) = \text{MAX}\{ [(\text{Index Number}(j) / \text{Index Number}(j-1)) - 1] , \text{Monthly Index Cap}\}$$

The Monthly Index Cap is declared in advance of each Strategy Term and is guaranteed for that Strategy Term.
The Minimum Guaranteed Monthly Index Cap is 1%.

The Index Number is the published value of the Index. Index Number(j) is the Index Number on the jth Monthly Anniversary during the Contract Year.

The Monthly Anniversary is the same day of each month as the Issue Date.

The Examples below assume:

Monthly Index Cap = 5.00%
No Withdrawals

Monthly Anniversary	Falling Index Scenario			Rising Index Scenario			Level Index Scenario		
	Index Number	Capped Monthly Index Growth	Index Credit	Index Number	Capped Monthly Index Growth	Index Credit	Index Number	Capped Monthly Index Growth	Index Credit
Start	1000		0.00%	1000		11.39%	1000		0.00%
1	980	-2.00%		1010	1.00%		1000	0.00%	
2	960	-2.04%		1020	0.99%		1000	0.00%	
3	940	-2.08%		1030	0.98%		1000	0.00%	
4	930	-1.06%		1040	0.97%		1000	0.00%	
5	920	-1.08%		1050	0.96%		1000	0.00%	
6	910	-1.09%		1060	0.95%		1000	0.00%	
7	900	-1.10%		1070	0.94%		1000	0.00%	
8	890	-1.11%		1080	0.93%		1000	0.00%	
9	880	-1.12%		1090	0.93%		1000	0.00%	
10	870	-1.14%		1100	0.92%		1000	0.00%	
11	860	-1.15%		1110	0.91%		1000	0.00%	
12	850	-1.16%		1120	0.90%		1000	0.00%	



ONE FORETHOUGHT CENTER • BATESVILLE, IN 47006

(800) 648-0075

May 2, 2008

Arkansas Insurance Department
1200 West 3rd Street
Little Rock, Arkansas 72201

Re: Forethought Life Insurance Company – **FORMS FILING ONLY**
NAIC #91642
Request for Approval Form(s):

Annuity Contract Pages:	FA1001FP5GD10-02-10, et al
Application:	FA3002GD2-01
Disclosure Statement:	FA5001FP5GD10-04
Contract Summary:	FA5002FP5GD10-02
Supporting Actuarial Memorandum	

To Whom It May Concern:

Enclosed for your review and approval are the forms referenced above. These forms are new and do not replace any forms previously approved for use by your Department. These forms have been filed in our home state, Indiana, and are currently under review.

We previously submitted via SERFF Filing #FRTH-125584788, page 4 – FA1004FP5GD10-02, which your office approved on April 23, 2008. Forethought has decided to create a new contract instead of just one page.

Form FA1001FP5GD10-02 is a Limited Flexible Premium Deferred Annuity contract with fixed and indexed strategies. The owner may reallocate among offered strategies at the end of each strategy term. It has a premium bonus (currently 5%) and a 10 year withdrawal charge period. This contract contains a Guaranteed Lifetime Income Benefit that provides a lifetime annual income while the contract owner maintains access to their money.

This contract is identical to FA1001FP5GD10-01 approved December 27, 2007, with a single exception: the previously approved FA1001FP5GD10-01 contains a return of premium guarantee while this contract, FA1001FP5GD10-02, does not. This results in only one line of text difference between the two versions. This is found in the definition of Contract Withdrawal Value on page 4 of the contract.

Likewise, the versions of the disclosure statement to be used with these contracts differ only in the description of the Contract Withdrawal Value at the top of page 3 and in the marketing name we have attached to these product offerings. The versions of the application and contract summary differ only in the marketing name used.

Permitted issue ages for this annuity are 0 to 85. The premium range for will be \$5,000 to \$1,000,000. Forethought Life Insurance Company may accept greater than \$1,000,000 subject to prior home office approval.

The target market for Forethought Life Insurance Company's annuity products are individual annuity buyers with an accumulation need. These consumers are generally risk-averse, long-term investors who have an interest in purchasing an annuity for retirement and/or low risk savings investment.

To the best of my knowledge and belief, this form complies with the requirements of your state. Any required certification and/or fees are attached to this filing. Since our printers use various fonts and layouts, we reserve the right to format pages to conform to the printer's requirements. No change in language or reduction in font size will occur, only a possible page break, or renumbering of a page.

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

If you have any questions concerning this filing, you may reach me at 812-933-6748 or by e-mail at kasey_poettker@forethought.com.

Sincerely,

Kasey K. Poettker

Compliance Analyst
Forethought Life Insurance Company

**CERTIFICATION
OF
READABILITY**

Forethought Life Insurance Company hereby certifies that form FA1001FP5GD10-02-10 achieves a Flesch reading ease score of: 55.2.



Signature

David K. Mullen, Secretary

Type name and title

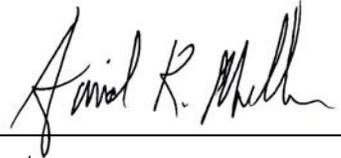
May 1, 2008

Date

Line of Insurance: Life/Annuity

**CERTIFICATION
OF
READABILITY**

Forethought Life Insurance Company hereby certifies that form FA3002GD2-02 achieves a Flesch reading ease score of: 51.5.



Signature

David K. Mullen, Secretary

Type name and title

April 17, 2008

Date

Line of Insurance: Life/Annuity