

SERFF Tracking Number: FRTH-125922428 State: Arkansas
 Filing Company: Forethought Life Insurance Company State Tracking Number: 41060
 Company Tracking Number: FA1001SPDAX-01
 TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.003 Single Premium
 Variable
 Product Name: FA1001SPDAX-01 - SINGLE PREMIUM DEFERRED ANNUITY
 Project Name/Number: FA1001SPDAX-01 - SINGLE PREMIUM DEFERRED ANNUITY/FA1001SPDAX-01 - SINGLE PREMIUM DEFERRED ANNUITY

Filing at a Glance

Company: Forethought Life Insurance Company

Product Name: FA1001SPDAX-01 - SINGLE PREMIUM DEFERRED ANNUITY SERFF Tr Num: FRTH-125922428 State: ArkansasLH

TOI: A02I Individual Annuities- Deferred Non- Variable SERFF Status: Closed State Tr Num: 41060

Sub-TOI: A02I.003 Single Premium Co Tr Num: FA1001SPDAX-01 State Status: Approved-Closed

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

Author: Kasey Poettker Disposition Date: 01/13/2009

Date Submitted: 12/03/2008 Disposition Status: Approved

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

General Information

Project Name: FA1001SPDAX-01 - SINGLE PREMIUM DEFERRED ANNUITY Status of Filing in Domicile: Pending

Project Number: FA1001SPDAX-01 - SINGLE PREMIUM DEFERRED ANNUITY Date Approved in Domicile:

Requested Filing Mode: Domicile Status Comments:

Explanation for Combination/Other: Market Type: Individual

Submission Type: New Submission Group Market Size:

Overall Rate Impact: Group Market Type:

Filing Status Changed: 01/13/2009

State Status Changed: 01/13/2009 Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Attached for your review and approval are the above-referenced forms and those as detailed on the "Filing Letter – Appendix." These forms are new and do not replace any forms previously approved by your Department.

The FA1001SPDAX-01 is a Single Premium Deferred Annuity contract with fixed and indexed strategies. The Indexed

SERFF Tracking Number: FRT-125922428 State: Arkansas
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 Company Tracking Number: FA1001SPDAX-01
 TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium
 Variable
 Product Name: FA1001SPDAX-01 - SINGLE PREMIUM DEFERRED ANNUITY
 Project Name/Number: FA1001SPDAX-01 - SINGLE PREMIUM DEFERRED ANNUITY/FA1001SPDAX-01 - SINGLE PREMIUM DEFERRED ANNUITY

Strategies are included as riders. The Contract has a ten year withdrawal charge period. The issue ages for the contract are 0 through 85. The issues ages for the optional Increased Death Benefit Guarantee Rider are 0 through 75. The FA1001SPDAX-01 offers a Guaranteed Lifetime Income Benefit, providing a lifetime annual income while the contract owner maintains access to their money. This contract permits strategy reallocations after each strategy term (contract year). The single premium range for this annuity will be \$5,000 to \$1,000,000. Forethought Life Insurance Company may accept amounts greater than \$1,000,000, subject to prior home office approval. This submission contains no provisions, conditions, or concepts that are uncommon, unusual or possibly controversial from the standpoint of normal company or industry standards.

The market for this Single Premium Deferred Annuity will initially be clients of independent marketing organizations (“IMO’s”) and it will be individually issued through licensed and appointed agents.

Forethought Life Insurance Company will not provide illustrations for these Single Premium Deferred Annuity contracts.

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: \$190.00
 Retaliatory? No
 Fee Explanation: \$50.00 PER POLICY

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	01/13/2009	01/13/2009

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	12/10/2008	12/10/2008	Kasey Poettker	01/12/2009	01/12/2009

SERFF Tracking Number: FRT-125922428 State: Arkansas
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Product Name: FA1001SPDAX-01 - SINGLE PREMIUM DEFERRED ANNUITY
 Project Name/Number: FA1001SPDAX-01 - SINGLE PREMIUM DEFERRED ANNUITY/FA1001SPDAX-01 - SINGLE PREMIUM DEFERRED ANNUITY

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Readability Certifications		Yes
Supporting Document	Statement of Variability		Yes
Supporting Document	Certifications		Yes
Form	Single Premium Deferred Annuity Contract		Yes
Form	Single Premium Deferred Annuity Application		Yes
Form	Annual Cap w/Monthly Averaging Index Strategy Rider		Yes
Form	Annual Spread w/Monthly Averaging Index Strategy Rider		Yes
Form	Death Benefit Guarantee Rider		Yes
Form	Monthly Point to Point Index Strategy Rider		Yes
Form	One Year Point to Point w/Cap Index Strategy		Yes
Form	Disclosure Statement		Yes

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 12/10/2008
Submitted Date 12/10/2008

Respond By Date

Dear Kasey Poettker,

This will acknowledge receipt of the captioned filing.

Objection 1

- Certification/Notice (Supporting Document)

Comment: External Indexed contracts are subject to the External Indexed Guidelines. Please furnish certification that this filing is in compliance with these guidelines and certifications required by these guidelines.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

Response Letter

Response Letter Status Submitted to State
Response Letter Date 01/12/2009
Submitted Date 01/12/2009

Dear Linda Bird,

Comments:

Response 1

Comments: Per your objection, please see the attached certifications. Thank you for your assistance with this filing.

Related Objection 1

Applies To:

- Certification/Notice (Supporting Document)

Comment:

External Indexed contracts are subject to the External Indexed Guidelines. Please furnish certification that this filing is in compliance with these guidelines and certifications required by these guidelines.

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Form Schedule

Lead Form Number: FA1001SPDAX-01

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	FA1001SPDAX-01	Policy/Contract	Single Premium Deferred Annuity Contract Certificate	Initial		50	FA1001SPDAX-01 Income 125 Indexed Contract.pdf
	FA3004-01	Application/Enrollment Form	Single Premium Deferred Annuity Application	Initial		50	Income 125 FA3004-01 Application v03.pdf
	FA4017-01	Policy/Contract	Annual Cap w/Monthly Averaging Index Strategy Rider Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		57	FA4017-01 Annl Cap w Mnthly Averg Index Strategy Rider.pdf
	FA4018-01	Policy/Contract	Annual Spread w/Monthly Averaging Index Strategy Rider Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		56	FA4018-01 Annl Spread w Mnthly Averg Index Strategy Rider.pdf
	FA4019-01	Policy/Contract	Death Benefit Guarantee Rider Certificate: Amendment	Initial		54	FA4019-01 DB Guarantee Rider v07 clean.pdf

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t, Insert
 Page,
 Endorseme
 nt or Rider

FA4020-01	Policy/Cont Monthly Point to ract/Fratern Point Index Strategy al Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	55	FA4020-01 Mnthly Point to Point Index Strategy Rider.pdf
FA4021-01	Policy/Cont One Year Point to ract/Fratern Point w/Cap Index al Strategy Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	56	FA4021-01 One Year Point to Point w Cap Index Strategy Rider.pdf
FA5043SP DAX-01	Other Disclosure Statement	Initial	52	FA5043SPDA X-01 Income 125 Disclosure Statement v02.pdf



Single 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.

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

SINGLE 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.

NON-PARTICIPATING

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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 PAID: (\$250,000.00)

(PREMIUM TAX PAID:) (\$0.00)

(PREMIUM LESS PREMIUM TAX:) (\$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 WITHDRAWAL VALUE PREMIUM FACTOR:	(87.5%)
MINIMUM GUARANTEED CONTRACT WITHDRAWAL VALUE INTEREST RATE:	
FIXED ALLOCATIONS:	(3.00%)
INDEXED ALLOCATIONS:	(2.00%)

STRATEGY(IES) AND PREMIUM ALLOCATIONS SELECTED:

FIXED ACCOUNT STRATEGY:

ALLOCATED PREMIUM:	(\$50,000.00)
ALLOCATION PERCENTAGE:	(20.00%)
STRATEGY TERM:	1 Year
GUARANTEED ANNUAL FIXED ACCOUNT INTEREST RATE:	(3.00%)
INTEREST GUARANTEE PERIOD:	1 Year
MINIMUM GUARANTEED ANNUAL FIXED ACCOUNT INTEREST RATE:	1.00%

INDEXED ACCOUNT STRATEGY(IES):

ANNUAL CAP WITH MONTHLY AVERAGING

ALLOCATED PREMIUM:	(\$50,000.00)
ALLOCATION PERCENTAGE:	(20.00%)
STRATEGY TERM:	1 Year
ANNUAL INDEX CAP	(5.00%)
MINIMUM GUARANTEED ANNUAL INDEX CAP:	3.00%

ANNUAL SPREAD WITH MONTHLY AVERAGING

ALLOCATED PREMIUM:	(\$50,000.00)
ALLOCATION PERCENTAGE:	(20.00%)
STRATEGY TERM:	1 Year
ANNUAL INDEX SPREAD:	(2.50%)
MAXIMUM GUARANTEED ANNUAL INDEX SPREAD:	15.00%

ONE YEAR POINT-TO-POINT WITH CAP

ALLOCATED PREMIUM:	(\$50,000.00)
ALLOCATION PERCENTAGE:	(20.00%)
STRATEGY TERM:	1 Year
ANNUAL INDEX CAP:	(5.00%)
MINIMUM GUARANTEED ANNUAL INDEX CAP:	3.00%

MONTHLY POINT-TO-POINT WITH CAP

ALLOCATED PREMIUM:	(\$50,000.00)
ALLOCATION PERCENTAGE:	(20.00%)
STRATEGY TERM:	1 Year
MONTHLY INDEX CAP:	(1.50%)
MINIMUM GUARANTEED MONTHLY INDEX CAP:	0.50%

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:	(2.00%)
(APPLICABLE TO INCREASING LIFE INCOME OPTIONS)	

GUARANTEED LIFETIME INCOME ACCOUNT PREMIUM FACTOR:	(125.00%)
GUARANTEED LIFETIME INCOME ACCOUNT ACCUMULATION RATE:	(5.00%)

INITIAL GUARANTEED LIFETIME INCOME ACCOUNT VALUE:	(\$312,500.00)
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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	12%
2	12%
3	11%
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:

**ANNUAL CAP WITH MONTHLY AVERAGING
{ANNUAL SPREAD WITH MONTHLY AVERAGING }
ONE YEAR POINT-TO-POINT WITH CAP
MONTHLY POINT-TO-POINT WITH CAP**

INCREASED DEATH BENEFIT GUARANTEE RIDER

DEATH BENEFIT GUARANTEE RIDER ANNUAL CHARGE

(1.00%)

DEATH BENEFIT GUARANTEE RIDER ANNUAL BENEFIT INCREASE

(5.00%)

DEFINITIONS

ACCUMULATION PERIOD

The period prior to the Annuity Date.

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 Withdrawal Value.

CONTRACT YEAR

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

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

REALLOCATION

The transfer of Contract Value from one Strategy to another.

DEFINITIONS (continued)

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.

RIDER CHARGE

Riders attached to this Contract may have a Rider Charge. If there is a Rider Charge, it will be described in a Rider Charges section of that Rider. The Rider Charges section will indicate the amount of the charge and the manner in which the charge will be allocated among Strategies.

STRATEGY

Any of the crediting Strategies available under the Contract, consisting of the Fixed Account Strategy and the Indexed Account Strategies. 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 Indexed Account Strategy or cease to accept Reallocation to a specific Indexed Account Strategy at any time. 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 and over which interest credits are calculated. Interest on Indexed Account Strategies is credited on the last day of each Strategy Term. 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.

NON-PARTICIPATING

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.

EMPLOYER-SPONSORED PLANS

This annuity Contract will have unisex mortality factors applied to its Annuity Option if the Contract is part of an employer-sponsored retirement plan under the provisions of Internal Revenue Code sections 401, 403, 457 or other pertinent section.

ANNUITANT, OWNERSHIP, ASSIGNMENT PROVISIONS

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.

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.

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 premium is shown on the Contract Data Page. No additional premium payments may be made to the Contract at any time. If any check presented as payment of any part of a premium is not honored, the Contract will be void.

ALLOCATION OF PREMIUM

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

CONTRACT VALUE PROVISION

CONTRACT VALUE

Your Contract Value is the sum of Your Fixed Account Strategy Value and Your Indexed Account Strategy Values. The Contract Value will never be less than the Minimum Guaranteed Contract Withdrawal 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 Strategies 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. 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)

FIXED ACCOUNT STRATEGY

The Fixed Account Strategy will be available for the amount of the Allocated Premium shown on the Contract Data Page, 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 Premium for this Strategy.
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 is guaranteed for the length of the Strategy Term. The Guaranteed Annual Fixed Account Interest Rate 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.

INDEXED ACCOUNT STRATEGY(IES)

The Indexed Account Strategy(ies) are established on the Issue Date or the Reallocation Date(s). If selected on the Issue Date, the Indexed Account Strategy(ies) are 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 Indexed Account Strategies for this Contract are added to and made a part of this Contract by Riders. Each available Indexed Account Strategy is established by a separate Rider. After the Company has established an Indexed Account Strategy, values may be transferred to the Indexed Account Strategy in accordance with the provisions of this Contract and the applicable Rider. The Rider shall establish the method by which interest is credited to the Indexed Account Strategy Value associated with the applicable Indexed Account Strategy.

Interest Credits for the Indexed Account Strategies are credited at the end of the Strategy Term.

CONTRACT VALUE PROVISION (continued)

MINIMUM GUARANTEED CONTRACT WITHDRAWAL VALUE

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

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

The Fixed MGCWV is calculated as follows:

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

The Indexed MGCWV is calculated as follows:

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

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

On a day that a Reallocation from the Fixed Account Strategy to the Indexed Account Strategies occurs, the amount of the comparable Reallocation from the Fixed MGCWV to the Indexed MGCWV is the amount that reduces the Fixed MGCWV in the same proportion that the Fixed Account Strategy Value is 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 MGCWV to the Fixed MGCWV is the amount that reduces the Indexed MGCWV in the same proportion that the Indexed Account Strategies Values are reduced. Reallocations between Indexed Account Strategies do not result in amounts being Reallocated from the Fixed MGCWV or Indexed MGCWV.

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 (1) 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 Withdrawal 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. If the remaining Contract Value is not sufficient, the Withdrawal Charge will be deducted from the amount withdrawn. No interest is credited on amounts withdrawn from Indexed Strategies prior to the end of the Strategy Term.

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 Anniversary 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 where 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 as described below.

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 Guaranteed Lifetime Income Account Value described below.

GUARANTEED LIFETIME INCOME ACCOUNT VALUE

The Guaranteed Lifetime Income Account Value is calculated as follows:

1. On the Issue Date, the Guaranteed Lifetime Income Account Value equals the Premium multiplied by 1 plus the Guaranteed Lifetime Income Account Premium Factor from the Contract Data Page.
2. For each Contract Anniversary after the Issue Date, up to and including the earlier of the tenth policy anniversary or the Option Date, before any Withdrawals made on such Contract Anniversary have been processed, the Guaranteed Lifetime Income Account Value equals the Guaranteed Lifetime Income Account Value from the previous day multiplied by 1 plus the Guaranteed Lifetime Income Account Accumulation Rate. If there are Withdrawals on such Contract Anniversary, the Guaranteed Lifetime Income Account Value will be reduced further, according to the procedure described below.
3. On the date of any Withdrawal after the Issue Date, up to and including the Option Date, the Guaranteed Lifetime Income Account Value immediately after the Withdrawal equals the Guaranteed Lifetime Income Account Value immediately before the Withdrawal multiplied by the Contract Value immediately after the Withdrawal divided by the Contract Value immediately before the Withdrawal.
4. On any other day after the Issue Date, up to and including the Option Date, the Guaranteed Lifetime Income Account Value equals the Guaranteed Lifetime Income Account Value from the previous day.

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 Income 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 Income 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 Income 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 Income 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 shall be paid.

GUARANTEED LIFETIME INCOME BENEFIT PROVISIONS (continued)

STEP-UP

On each Contract Anniversary following the Option Date, the GLAI (before the increase from any applicable Cost of Living Increase Factor) 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.

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.

GUARANTEED LIFETIME INCOME BENEFIT PROVISIONS (continued)

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 five (5) to thirty (30) years. The payments do not depend on the Annuitant's life.

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		

ANNUITY PROVISIONS (continued)

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
Mailing Address			Residential Address (if different than Mailing Address)	
City			State	Zip Code
Phone Number (home)		Phone Number (work)		E-mail Address

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

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

TRUST **CORPORATION** **PARTNERSHIP**

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

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

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

JOINT ANNUITANT

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

3. BENEFICIARY INFORMATION *(Beneficiary proceeds will be split equally if no percentages are provided. Primary and Contingent Beneficiary percentage designation(s) must be in whole percentages only and each total 100%.)*

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. INCOME 125SM PRODUCT AND STRATEGY(IES) ALLOCATIONS

Income 125SM

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 Cap with Monthly Averaging Index Strategy	_____ %
<input type="checkbox"/> Monthly Point-to-Point with Cap Index Strategy	_____ %
<input type="checkbox"/> One Year Point-to-Point with Cap Index Strategy	_____ %

Total Must = 100 %

8. INCOME 125SM PRODUCT – Optional Rider(s)

Increased Death Benefit Guarantee Rider

This Rider can not be elected if:

- 1) The oldest Owners 76th birthday occurs on or before the issue date of this policy; or
- 2) A Joint Owner is not the spouse of the Owner; or
- 3) The Owner is a non-natural person and a Joint Annuitant is not the spouse of the Annuitant.

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		City	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
Income 125SM**

Single Premium Deferred Annuity Application

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

ANNUAL CAP WITH MONTHLY AVERAGING INDEX STRATEGY RIDER

This Rider is added to and made a part of the Single Premium Deferred Annuity contract to which it is attached. The Annual Cap with Monthly Averaging Index Strategy Rider will be available for the amount of the Allocated Premium specified on the Contract Data Page or the Reallocation Amount determined by You as of the Reallocation Date.

DEFINITIONS

Annual Index Cap - means the upper limit on the Index Credit at the end of each Strategy Term. The Annual Index Cap is declared in advance of each Strategy Term and is guaranteed not to change for the length of the Strategy Term. The Annual Index Cap for the first Strategy Term is shown on the Contract data Page. It will never be less than the Minimum Guaranteed Annual Index Cap shown on the Contract Data Page.

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 Average - means the average of the Index Numbers for the twelve Monthly Anniversaries during each Strategy Term.

Index Date - The last day of the Strategy Term, on which Indexed 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, any Reallocation Dates and any Monthly Anniversaries are as of the last preceding 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.

Monthly Anniversary - means 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.

CALCULATIONS

Annual Index Growth is expressed as a percentage and is 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 Strategy Term.

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

- (A) is the Annual Index Growth
- (B) is the Annual Index Cap.

The Index Credit will never be less than 0%.

Indexed Account Strategy Value - The Indexed Account Strategy Value for the Annual Cap with Monthly Averaging Index Strategy is calculated as follows:

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

This Rider is subject to the provisions of the Contract to which it is attached.

The effective date of this rider is the Issue Date.



President
Forethought Life Insurance Company

ANNUAL SPREAD WITH MONTHLY AVERAGING INDEX STRATEGY RIDER

This Rider is added to and made a part of the Single Premium Deferred Annuity contract to which it is attached. The Annual Spread with Monthly Averaging Index Strategy Rider will be available for the amount of the Allocated Premium specified on the Contract Data Page or the Reallocation Amount determined by You as of the Reallocation Date.

DEFINITIONS

Annual Index Spread - means the amount subtracted from the result of Annual Index Growth in the calculation of the Index Credit at the end of each Strategy Term. The Annual Index Spread is declared in advance of each Strategy Term 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 - 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 Average - means the average of the Index Numbers for the twelve Monthly Anniversaries during each Strategy Term.

Index Date - The last day of the Strategy Term, on which Indexed 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, any Reallocation Dates and any Monthly Anniversaries are as of the last preceding 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.

Monthly Anniversary - means 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.

CALCULATIONS

Annual Index Growth is expressed as a percentage and is 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 Strategy Term.

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

- (A) is the Annual Index Growth
- (B) is the Annual Index Spread.

The Index Credit will never be less than 0%.

Indexed Account Strategy Value - The Indexed Account Strategy Value for the Annual Spread with Monthly Averaging Index Strategy is calculated as follows:

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

This Rider is subject to the provisions of the Contract to which it is attached.

The effective date of this rider is the Issue Date.



President
Forethought Life Insurance Company

INCREASED DEATH BENEFIT GUARANTEE RIDER

THE RIDER

This Rider will provide an Increased Death Benefit Guarantee for the Contract to which it is attached. This Rider is made part of the Contract or Certificate (hereafter "Contract") to which it is attached and is effective on the date the Contract is issued. Terms used in this Rider shall have the same meanings as are set forth in the Contract to which this Rider is attached unless otherwise defined in this Rider. In the case of a conflict between the terms of this Rider and the terms of the Contract, the terms of this Rider will control.

If the Owner is a non-natural person, the term Owner as used in this Rider will refer to the Annuitant.

TEN-DAY RIGHT TO EXAMINE RIDER

If You are not satisfied, You may cancel this Rider by returning it within 10 days after the You receive it. Mail or deliver the Rider to Us at the address shown on page 1 of your Contract or to Your agent. This Rider will then be void from its start.

PAYMENT OF THE INCREASED DEATH BENEFIT GUARANTEE

Prior to the Annuity Date, this Rider will pay the greater of the Increased Death Benefit Guarantee and the Contract's Death Benefit, if a death benefit is paid under the Contract. The Increased Death Benefit Guarantee will be determined as of the death of the Owner, or as of the first death of a Joint Owner. If the Death Benefit is payable to an Owner's surviving spouse and the surviving spouse elects to continue the Contract, then, subject to the limitations of this Rider, the Increased Death Benefit Guarantee will continue without payment on the death of the Owner, and will be determined as of the death of the surviving spouse.

INCREASED DEATH BENEFIT GUARANTEE

The Increased Death Benefit Guarantee is determined at the beginning of each Contract Year, and immediately after any Withdrawal. The Increased Death Benefit Guarantee is equal to:

1. Premium paid; less
2. Any withdrawals taken, including Withdrawal Charges; multiplied by
3. One plus the Increased Death Benefit Guarantee Factor.

DEATH BENEFIT GUARANTEE RIDER ANNUAL BENEFIT INCREASE

The Death Benefit Guarantee Rider Annual Benefit Increase is the rate used to determine the Increased Death benefit Guarantee Factor. The Death Benefit Guarantee Rider Annual Benefit Increase is shown on the Contract Data Page and cannot be changed.

INCREASED DEATH BENEFIT GUARANTEE FACTOR

The Increased Death Benefit Guarantee Factor is used to calculate the Increased Death Benefit Guarantee.

The Increased Death Benefit Guarantee Factor is equal to $(R) \times (Y)$ where

(R) is the Death Benefit Guarantee Rider Annual Benefit Increase; and

(Y) is the lesser of 10 and the number of Contract Anniversaries that have occurred on or before the date an Owner dies.

LIMITATIONS

The Increased Death Benefit Guarantee Factor will not increase after the Contract Anniversary next following the oldest original Owner's 85th birthday.

TERMINATION OF RIDER

This Rider terminates on the earliest of:

1. The date a death benefit is paid; or
2. The Annuity Date; or
3. The date a Joint Owner is named after the Issue Date of the Contract; or
4. The date there is a change in the Owner of the Contract to which the Rider is attached, unless the change is the result of the death of the prior Owner; or
5. The date the Contract terminates.

Once terminated, the Rider cannot be reinstated.

The Rider can not be cancelled, except as indicated in this section and as indicated above under "Ten-Day Right to Examine Rider".

RIDER CHARGES

On each Contract Anniversary while this Rider is in force a Rider Charge will be assessed to the Contract Value. The Rider Charge deducted on each Contract Anniversary equals (A) multiplied by (B) where:

- (A) is the Death Benefit Guarantee Rider Annual Charge, as shown on the Contract Data Page; and
- (B) is the Increased Death Benefit Guarantee in effect at the beginning of the Contract Year just ending.

If there are multiple Strategies, then the Rider Charge assessed to each Strategy will be in the proportion that each Strategy Value bears to the total Contract Value at the time of the Rider Charge.

The effective date of this rider is the Issue Date.



President
Forethought Life Insurance Company

MONTHLY POINT-TO-POINT INDEX STRATEGY RIDER

This Rider is added to and made a part of the Single Premium Deferred Annuity contract to which it is attached. The Monthly Point-To-Point Index Strategy Rider will be available for the amount of the Allocated Premium specified on the Contract Data Page or the Reallocation Amount determined by You as of the Reallocation Date.

DEFINITIONS

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 Strategy Term. It is declared in advance of each Strategy Term 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.

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 Strategy Term, on which Indexed 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, any Reallocation Dates and any Monthly Anniversaries are as of the last preceding 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.

Monthly Anniversary - means 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.

CALCULATIONS

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 Strategy Term.

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

The Index Credit will never be less than 0%.

Indexed Account Strategy Value - The Indexed Account Strategy Value for the Monthly Point-to-Point Index Strategy is calculated as follows:

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

This Rider is subject to the provisions of the Contract to which it is attached.

The effective date of this rider is the Issue Date.



President
Forethought Life Insurance Company

ONE YEAR POINT-TO-POINT WITH CAP INDEX STRATEGY RIDER

This Rider is added to and made a part of the Single Premium Deferred Annuity contract to which it is attached. The One Year Point-to-Point With Cap Index Strategy Rider will be available for the amount of the Allocated Premium specified on the Contract Data Page or the Reallocation Amount determined by You as of the Reallocation Date.

DEFINITIONS

Annual Index Cap - means the upper limit on the Index Credit at the end of each Strategy Term. The Annual Index Cap is declared in advance of each Strategy Term and is guaranteed not to change for the length of the Strategy Term. The Annual Index Cap for the first Strategy Term is shown on the Contract data Page. It will never be less than the Minimum Guaranteed Annual Index Cap shown on the Contract Data Page.

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 Strategy Term, on which Indexed 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 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.

CALCULATIONS

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

- (A) is the Index Number as of the Index Date; and
- (B) is the Index Number as of the start of the Strategy Term.

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

- (A) is the Annual Index Growth
- (B) is the Annual Index Cap.

The Index Credit will never be less than 0%.

Indexed Account Strategy Value - The Indexed Account Strategy Value for the One Year Point-to-Point With Cap Index Strategy is calculated as follows:

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

This Rider is subject to the provisions of the Contract to which it is attached.

The effective date of this rider is the Issue Date.



President
Forethought Life Insurance Company

FORETHOUGHT DESTINATION INDEXED ANNUITIESSM
INCOME 125SM
DISCLOSURE STATEMENT
SINGLE PREMIUM DEFERRED ANNUITY CONTRACT
CONTAINS FIXED AND INDEXED STRATEGIES

Thank you for applying for a Forethought Life Single Premium Deferred Annuity Contract series FA1001SPDAX-01 (may be referred to as Certificate series GA1001SPDAX-01 in some states). This is a summary of the features and benefits of your annuity provisions, but it is not part of your contract. Please read the following information carefully, sign, and return the original Disclosure Statement.

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

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

Premium: Your premium is credited to your contract on the issue date. (Contract Years are one-year periods beginning on each contract anniversary. The first Contract Year begins on the issue date.)

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

Choice of Fixed Account Strategy and Indexed Account Strategy: The Forethought Life Single Premium Deferred Annuity Contract provides a choice of a fixed interest and indexed interest strategies. You specify how to allocate the premium between the strategies you select. Each strategy has company-declared factors used in calculating interest earnings for that strategy. These company-declared factors are set in advance and are guaranteed not to change during the Strategy Term. The Strategy Term of each strategy is 1 year. On each contract anniversary, you will be sent a report with information about your Contract Value. We may cease to offer a specific Indexed Account Strategy on a future contract anniversary, subject to the approval of the Insurance Department of the state in which this Contract was issued. We may offer additional strategies on a future contract anniversary, also subject to the approval of the Insurance Department of the state in which this Contract was issued.

Fixed Account Strategy: Daily interest, declared by us, is credited to the Fixed Account Strategy Value at a rate guaranteed not to change during the Strategy Term. The minimum guaranteed annual interest rate for this account is 1.00% per annum.

Indexed Account Strategies:

Annual Cap with Monthly Averaging

This index method credits interest at the end of each 1 year Strategy Term based on the average monthly percentage change in the S&P 500 Index since the beginning of the Strategy Term, but not to exceed a percentage change (called the Annual Index Cap). The Annual Index Cap is declared in advance and is guaranteed not to change during the Strategy Term. The guaranteed minimum Annual Index Cap is 3% for this strategy.

One Year Point-to-Point with Cap

This index method credits interest at the end of each 1 year Strategy Term based on the percentage change in the S&P 500 Index since the beginning of the Strategy Term, but not to exceed a percentage change (called the Annual Index Cap). The Annual Index Cap is declared in advance and is guaranteed not to change during the Strategy Term. The guaranteed minimum Annual Index Cap is 3% for this strategy.

Monthly Point-to-Point with Cap

This index method credits interest at the end of each 1 year Strategy Term. The rate of interest is the sum of the percentage changes in the S&P 500 Index in each of the 12 monthly periods during the 1 year Strategy Term. Each monthly percentage change included in this sum is limited to a maximum amount called a Monthly Index Cap. The Monthly Index Cap is declared in advance and is guaranteed not to change during the Strategy Term. The minimum guaranteed Monthly Index Cap is 0.50%.

Allocation of Premium: The Forethought Life Single Premium Deferred Annuity Contract provides a choice of how you allocate your premiums among the fixed interest and indexed interest strategies. You choose your premium allocation percentages at issue.

Reallocation of Contract Value: You may reallocate your Contract Value among the Fixed and Indexed Account Strategies at the end of each Strategy Term. Each Strategy Term is 1 year in length.

Access to Contract Value: Withdrawal provisions give you access to your Contract Value. Withdrawals in the first 10 Contract Years are subject to Withdrawal Charges. The first Contract Year begins on the issue date. After the first Contract Year, you may make cumulative withdrawals each Contract Year of up to 10% of the Contract Value at the beginning of the Contract Year without incurring Withdrawal Charges. Withdrawals are made from each strategy in the proportion that each strategy bears to the total Contract Value.

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

- the Contract Value less Withdrawal Charges; and
- the Guaranteed Minimum Contract Withdrawal Value defined in the contract.

Withdrawal Charge: Withdrawal Charges may be assessed on Contract Value withdrawals that exceed the Free Withdrawal Amount. The Withdrawal Charge is equal to the reduction in Contract Value resulting from the Withdrawal, less any available Free Withdrawal Amount, multiplied by the Withdrawal Charge percentages shown in the table below. Withdrawal Charges are not assessed against death benefit proceeds paid due to the death of the Owner.

Contract Year	1	2	3	4	5	6	7	8	9	10	11 & Later
Withdrawal Charge	12%	12%	11%	10%	9%	8%	7%	6%	4%	2%	0%

Guaranteed Lifetime Income Benefit:

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

The amount of the GLAI on the Option Date is equal the Guaranteed Lifetime Income Benefit Factor multiplied by the Guaranteed Lifetime Income Account Value. The Guaranteed Lifetime Income Benefit Factor depends on the Income Option you choose on the Option Date:

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

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

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

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

On the Issue Date of the Contract the Guaranteed Lifetime Income Account Value (GLIAV) is immediately 25% more than the premium you paid, while the Contract Value is equal to the premium.

After that, and until the Option Date, the GLIAV accumulates at 5% interest on each Contract Anniversary. The GLIAV will increase up to and on the tenth Contract Anniversary, but will not increase thereafter. There is no increase in the GLIAV between Contract Anniversaries.

The GLIAV is only used to establish the amount of the Guaranteed Lifetime Annual Income; it can only be accessed through Systematic Withdrawals and will not be available for a lump sum withdrawal. Only the Contract Value is available as a lump sum payment. You can change the frequency of your Systematic Withdrawals once per Contract Year.

The Guaranteed Lifetime Income Benefit will also terminate:

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

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

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

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

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

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

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

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

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

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

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

Increased Death Benefit Guarantee Rider: This Rider will pay the greater of the Increased Death Benefit Guarantee and the Contract's Death Benefit, if a death benefit is paid under the Contract.

The Increased Death Benefit Guarantee is determined at the beginning of each Contract Year, and immediately after any Withdrawal. The Increased Death Benefit Guarantee is equal to:

1. Premium paid; less
2. Any withdrawals taken, including Withdrawal Charges; multiplied by
3. One plus the Increased Death Benefit Guarantee Factor.

The Increased Death Benefit Guarantee Factor is used to calculate the Increased Death Benefit Guarantee. The Increased Death Benefit Guarantee Factor is equal to $(R) \times (Y)$ where

(R) is the Death Benefit Guarantee Rider Annual Benefit Increase; and

(Y) is the lesser of 10 and the number of Contract Anniversaries that have occurred on or before the date the Owner dies.

The Increased Death Benefit Guarantee Factor will not increase after the Contract Anniversary next following the oldest original Owner's 85th birthday.

On each Contract Anniversary while this Rider is in force a Rider Charge will be assessed to the Contract Value.

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

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

Summary: Forethought Life Insurance Company of Batesville, Indiana issues the Forethought Destination Indexed AnnuitiesSM. The Income 125SM Single Premium Deferred Annuity may not be available in all states (may be referred to as an "equity indexed annuity" in certain states). The contract may be subject to Withdrawal Charges.

Income 125SM is not a registered security or stock market investment and does not directly participate in any stock or equity investment.

This Disclosure Statement contains a summary description of the Income 125SM Single Premium Deferred Annuity. State variations may apply. The exact terms of the annuity are contained in the contract and any attached riders or endorsements, which will control Forethought Life's contractual obligations.

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

**FORETHOUGHT DESTINATION INDEXED ANNUITIESSM
 INCOME 125SM
 DISCLOSURE STATEMENT SIGNATURE PAGE
 SINGLE PREMIUM DEFERRED ANNUITY
 CONTAINS FIXED AND INDEXED STRATEGIES**

Owner's Statement – I certify that:

- I understand that:
 - The contract provides a choice between fixed and indexed interest account strategies.
 - The Contract Withdrawal Value is the amount to be paid to me if I fully surrender the contract.
 - For the Fixed Account Strategy, the Minimum Guaranteed Interest Rate for new contracts is currently 1.00%.
 - The contract is not a registered security or stock market investment and does not directly participate in any stock or equity investment.
 - Only the interest earned in an Indexed Account Strategy may be affected by a stock or equity index.
 - The final decision regarding the allocation of monies between the Fixed Account Strategy and each Indexed Account Strategy is mine, based on my individual situation, needs and goals, and that my agent is not acting as a registered investment adviser.
 - If I place an annuity in an IRA, Roth IRA, or other tax qualified plan, I will receive no additional tax advantage from the annuity.
 - I can reallocate my Contract Value at the end of each Strategy Term.
- I have received, read, and understand the Contract Disclosure Statement and I have kept a copy of it.
- I have received a copy of the Buyer's Guide to Fixed Deferred Annuities with Appendix for Equity-Indexed Annuities.
- I believe that this annuity contract is a suitable product for my financial needs.
- I made my strategy account selections and premium allocation percentages as indicated below:

%	Strategy Account Selections and Allocation Percentages
	Fixed Account Strategy
	Annual Cap with Monthly Averaging
	One Year Point-to-Point with Cap
	Monthly Point-to-Point with Cap
	Total Must Equal 100%

Owner Signature

Date

Joint Owner Signature (if applicable)

Date



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

**FORETHOUGHT DESTINATION INDEXED ANNUITYSM
INCOME 125SM
DISCLOSURE STATEMENT AGENT'S SIGNATURE PAGE
SINGLE PREMIUM DEFERRED ANNUITY CONTRACT
CONTAINS FIXED AND INDEXED STRATEGIES**

Agent's Statement – I certify that:

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

Agent Signature

Agent Printed Name

Date

Instruction to Agent:

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

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

SERFF Tracking Number: FRTH-125922428 State: Arkansas
 Filing Company: Forethought Life Insurance Company State Tracking Number: 41060
 Company Tracking Number: FA1001SPDAX-01
 TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.003 Single Premium
 Variable
 Product Name: FA1001SPDAX-01 - SINGLE PREMIUM DEFERRED ANNUITY
 Project Name/Number: FA1001SPDAX-01 - SINGLE PREMIUM DEFERRED ANNUITY/FA1001SPDAX-01 - SINGLE PREMIUM DEFERRED ANNUITY

Supporting Document Schedules

Review Status:
Satisfied -Name: Certification/Notice 11/26/2008
Comments:
Attachment:
 Certification 120308.pdf

Review Status:
Satisfied -Name: Application 11/26/2008
Comments:
 This application is also attached to the Form Schedule tab for review and approval.
Attachment:
 Income 125 FA3004-01 Application v03.pdf

Review Status:
Satisfied -Name: Readability Certifications 12/03/2008
Comments:
Attachments:
 CERT OF READABILITY FA1001SPDAX-01.pdf
 CERT OF READABILITY FA3004-01.pdf

Review Status:
Satisfied -Name: Statement of Variability 12/03/2008
Comments:
Attachment:
 Statement of Variability - FA5045SPDAX-01 Income 125 index V02.pdf

Review Status:
Satisfied -Name: Certifications 01/12/2009
Comments:
Attachment:
 AR Income 125 Certifications all - signed.pdf



CERTIFICATION

I, David K. Mullen, Assistant Secretary of Forethought Life Insurance Company of Batesville, Indiana hereby certify that Form Filing FA1001SPDAX-01, et al complies with Regulation 19s10B of the Arkansas Department of Insurance.

December 3, 2008

A handwritten signature in black ink, appearing to read "David K. Mullen", written over a horizontal line.

David K. Mullen
Assistant Secretary

(Please Print)

1. OWNER

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

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

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

TRUST **CORPORATION** **PARTNERSHIP**

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

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

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

JOINT ANNUITANT

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

3. BENEFICIARY INFORMATION (Beneficiary proceeds will be split equally if no percentages are provided. Primary and Contingent Beneficiary percentage designation(s) must be in whole percentages only and each total 100%.)

Primary

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

Primary **Contingent**

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

Primary **Contingent**

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

Primary **Contingent**

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

Please use section 4 if you require additional Beneficiary space.

4. SPECIAL INSTRUCTIONS AND REMARKS

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5. ANNUITY TYPE (Select One)

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

6. PREMIUM PAYMENT

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

7. INCOME 125SM PRODUCT AND STRATEGY(IES) ALLOCATIONS

<input checked="" type="checkbox"/> Income 125 SM	
PREMIUM ALLOCATION DIRECTION (Minimum of \$10,000 per Allocation.)	
FIXED and INDEXED ACCOUNT STRATEGIES:	Whole Percentages Only
<input type="checkbox"/> Fixed Account Strategy	_____ %
<input type="checkbox"/> Annual Cap with Monthly Averaging Index Strategy	_____ %
<input type="checkbox"/> Monthly Point-to-Point with Cap Index Strategy	_____ %
<input type="checkbox"/> One Year Point-to-Point with Cap Index Strategy	_____ %
Total Must =	100 %

8. INCOME 125SM PRODUCT – Optional Rider(s)

<input type="checkbox"/> Increased Death Benefit Guarantee Rider
This Rider can not be elected if: <ol style="list-style-type: none"> 1) The oldest Owners 76th birthday occurs on or before the issue date of this policy; or 2) A Joint Owner is not the spouse of the Owner; or 3) The Owner is a non-natural person and a Joint Annuitant is not the spouse of the Annuitant.

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		City	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

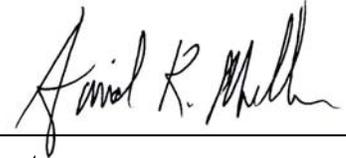
**Forethought Destination Indexed AnnuitiesSM
Income 125SM**

Single Premium Deferred Annuity Application

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

**CERTIFICATION
OF
READABILITY**

Forethought Life Insurance Company hereby certifies that form FA1001SPDAX-01 achieves a Flesch reading ease score of 50.0.



Signature

David K. Mullen, Secretary

Type name and title

November 26, 2008

Date

Line of Insurance: Life/Annuity

**CERTIFICATION
OF
READABILITY**

Forethought Life Insurance Company hereby certifies that form FA3004-01 achieves a Flesch reading ease score of: 50.0.



Signature

David K. Mullen, Secretary

Type name and title

November 26, 2008

Date

Line of Insurance: Life/Annuity

Statement of Variability
Forethought Life Insurance Company, Batesville Indiana
Contract Form Series FA1001SPDAX-01

- The “Premium Tax Paid” and “Premium Less Premium Tax” fields on the Contract Data Page are bracketed [] and may be included were applicable, or omitted.
- The “Annual Spread with Monthly Averaging” section on the Contract Data Page under “Indexed Account Strategy(ies)” is bracketed to indicate this rider will not be available initially, but may be added for new and existing contracts under this Form Series in the future.
- The “Increased Death Benefit Guarantee Rider” section on the Contract Data Page is bracketed to indicate this rider is optional, and can be selected at the discretion of an eligible Owner.

The following values on the Contract Data Page are bracketed. Any changes in these values will be applicable to new issues only.

- The “Minimum Allocation to Any Strategy” will vary from \$1,000 to \$20,000.
- The “Minimum Withdrawal Amount” will vary from \$1,000 to \$2,500.
- The “Minimum Systematic Withdrawal Amount” will vary from \$25 to \$250.
- The “Minimum Contract Value After Withdrawal” will vary from \$1,000 to \$10,000.
- The “Minimum Guaranteed Contract Withdrawal Value Premium Factor” will vary from 87.5% to 100.0%.
- The “Minimum Guaranteed Contract Withdrawal Value Interest Rate” for Fixed Allocations and for Indexed Allocations will vary from 1.00% to 3.00%. These rates are tied to the five-year Constant Maturity Treasury Rate. The methodology for determining the rate is included in the Actuarial Memorandum. Any changes will be applicable only to new issues. The rate will always be equal to or exceed the rate produced by procedures filed with the Department. In addition, any changes in our procedures for determining the minimum guaranteed Accumulation Period interest rate will be filed with the Department prior to use.
- The “Guaranteed Lifetime Income Benefit Factors” for the
 - Level Single Life Income Option will vary from 1% to 10%
 - Increasing Single Life Income Option will vary from 1% to 10%
 - Level Joint Life Income Option will vary from 1% to 10%
 - Increasing Joint Life Income Option will vary from 1% to 10%
- The “Cost of Living Increase Factor” will vary from 0% to 7%
- The “Guaranteed Lifetime Income Account Premium Factor” will vary from 100% to 150%.

- The “Guaranteed Lifetime Income Account Accumulation Rate” will vary from 0% to 10%.
- The “Death Benefit Guarantee Rider Annual Charge” will vary from 0.10% to 2.00%
- The “Death Benefit Guarantee Rider Annual Benefit Increase” will vary from 0% to 10%.

For each Fixed and Indexed Account Strategy shown on the Contract Data Pages, the following values are bracketed. These will vary by Contract, per the Owner’s specifications:

- The Allocated Premium will vary from \$0 to the full amount of premium paid, according to the Owner’s specified premium allocation.
- The Allocated Percentage will vary from 0% to 100%, according to the Owner’s specified premium allocation.

For the Fixed and Indexed Account Strategy shown on the Contract Data Page, the following values are bracketed. Any changes in these values will apply to new issues only:

- The “Guaranteed Annual Fixed Account Interest Rate” will vary from 1.00% to 8.00%.
- The “Annual Index Cap” for the “Annual Cap With Monthly Averaging” strategy will vary from 3.00% to 20.00%.
- The “Annual Index Spread” for the “Annual Spread With Monthly Averaging” strategy will vary from 0.00% to 15.00%.
- The “Annual Index Cap” for the “One Year Point-to-Point With Cap” strategy will vary from 3.00% to 20.00%.
- The “Monthly Index Cap” for the “Monthly Point-to-Point With Cap” strategy will vary from 0.50% to 10.00%.

Forethought Life Insurance Company

Arkansas Certification

Reserves – External Indexed Contracts

Contract Form: FA1001SPDAX-01, et. al.

I certify the following:

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 of reserves and how developed.

Signature:



Name (typed or printed): Gregg W. Anderson, FSA, MAAA

Title or business affiliation: Vice President, Product Development

Date: 01/06/09

Forethought Life Insurance Company

Arkansas Certification

Disclosure and Advertising – External Indexed Contracts

Contract Form: FA1001SPDAX-01, et. al.

I certify the following:

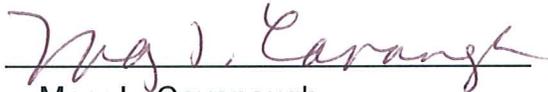
Contract Summary Disclosure

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.

Advertising

Any advertising to be used with these contracts shall be reviewed carefully by the company prior to use. No advertising will be used which has not been reviewed and approved by the company.

Signature:



Name (typed or printed):

Mary L. Cavanaugh

Title or business affiliation:

Executive Vice President,
General Counsel and Secretary

Date:

01/06/09

Forethought Life Insurance Company

Arkansas Certification

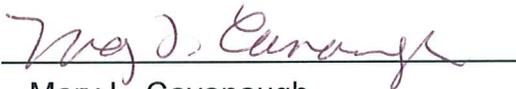
Agent Education – External Indexed Contracts

Contract Form: FA1001SPDAX-01, et. al.

I certify the following:

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.

Signature:



Name (typed or printed):

Mary L. Cavanaugh

Title or business affiliation:

Executive Vice President,
General Counsel and Secretary

Date:

01/06/09

Forethought Life Insurance Company

Arkansas Certification

Hedging – External Indexed Contracts

Contract Form: FA1001SPDAX-01, et. al.

I certify the following:

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

Signature:



Name (typed or printed): Eric D. Todd, CFA

Title or business affiliation: Chief Investment Officer

Date: 01/09/09