

<i>SERFF Tracking Number:</i>	<i>FRTH-126837343</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Forethought Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>46994</i>
<i>Company Tracking Number:</i>	<i>FA1101SPDA-01</i>		
<i>TOI:</i>	<i>A02.11 Individual Annuities- Deferred Non-Variable and Variable</i>	<i>Sub-TOI:</i>	<i>A02.11.003 Single Premium</i>
<i>Product Name:</i>	<i>Single Premium Deferred Annuity Contract</i>		
<i>Project Name/Number:</i>	<i>MYGA/FA1101SPDA-01</i>		

Filing at a Glance

Company: Forethought Life Insurance Company

Product Name: Single Premium Deferred Annuity Contract
 SERFF Tr Num: FRTH-126837343 State: Arkansas

TOI: A02.11 Individual Annuities- Deferred Non-Variable and Variable
 SERFF Status: Closed-Approved-Closed State Tr Num: 46994

Sub-TOI: A02.11.003 Single Premium
 Co Tr Num: FA1101SPDA-01 State Status: Approved-Closed
 Filing Type: Form Reviewer(s): Linda Bird

Author: Kasey Poettker
 Disposition Date: 10/18/2010

Date Submitted: 10/06/2010
 Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: MYGA

Status of Filing in Domicile: Pending

Project Number: FA1101SPDA-01

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: 10/18/2010

Explanation for Other Group Market Type:

State Status Changed: 10/18/2010

Deemer Date:

Created By: Kasey Poettker

Submitted By: Kasey Poettker

Corresponding Filing Tracking Number:

Filing Description:

Attached for your review and approval are the attached forms. They are new forms and do not replace any existing forms, nor have they been previously submitted to your Department.

The FA1101SPDA-01 is a Single Premium Deferred Annuity contract with Multi-Year Guaranteed Interest Rates. A description of the product is provided to the applicant on Form FA5089SPDA-01 (5), (7), or (9) – Disclosure Statement. The contract can also offer, through riders and endorsements, an Unemployment Waiver, Return of Deposit, two different Free Withdrawals, a Surrender Charge Release Rate, and Market Value Adjustment. We may also attach

SERFF Tracking Number: FRTH-126837343 State: Arkansas
Filing Company: Forethought Life Insurance Company State Tracking Number: 46994
Company Tracking Number: FA1101SPDA-01
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.003 Single Premium
Variable and Variable
Product Name: Single Premium Deferred Annuity Contract
Project Name/Number: MYGA/FA1101SPDA-01

riders that have been previously approved by your department.

The Initial Interest Guarantee Term may vary from 1 to the Withdrawal Charge Period; the Withdrawal Charge Period is 5, 7 or 9 years – depending on the version the owner applies for. We may offer the product with a market value adjustment, which is being filed by endorsement and is described below. These contracts are identical except for pages 3A and 3B – Contract Data Pages. Depending on the Withdrawal Charge Period (5, 7 or 9) only these pages will differ.

Payments - Only an initial single premium will be accepted as payment for this contract. No additional premiums will be accepted. See the Premium Payment section in the Contract. The single premium range for this annuity will be \$5,000 to \$1,000,000. Forethought may accept amounts greater than \$1,000,000, subject to prior home office approval.

Issue Ages - The issue ages for the contract are 0 through 85.

Target Market - The market for this Single Premium Deferred Annuity will include customers of Banks and other Financial Institutions or clients of independent marketing organizations (“IMOs”), and it will be individually issued through licensed and appointed agents. Forethought provides on-line producer training for all new agents. Additional training is provided when a new annuity is approved for sale in a state so that agents will understand the particulars of the new annuity and the target market for this product.

What is the target market for the company’s annuity products?

- the issue ages?

o Issue Ages 0-85 for both Qualified and Non-Qualified Plans

o Non-Qualified Plans:

Joint owner permitted – use the ages of the oldest joint owner

o Qualified Plans:

Joint ownership not permitted

Distributions at least equal to the IRS Required Minimum Distribution amounts must begin by the time the owner reaches age 70½

What guidelines have been provided through the market distribution system to ensure that sales are aimed at the target market?

- When a new product is introduced to the agent force on-line training is provided for agents. The agents are also furnished written materials describing the product.

What procedures have been put into place to monitor solicitation and marketing practices to ensure compliance with these guidelines?

SERFF Tracking Number: FRTH-126837343 State: Arkansas
Filing Company: Forethought Life Insurance Company State Tracking Number: 46994
Company Tracking Number: FA1101SPDA-01
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.003 Single Premium
Variable and Variable
Product Name: Single Premium Deferred Annuity Contract
Project Name/Number: MYGA/FA1101SPDA-01

- A review of applications is in place. If an applicant meets one or more of our criteria, the application is given a thorough review to determine the suitability of this purchase by the applicant. The main criteria used to require a Suitability review are:

- All applicants age 65 and over;
- All applicants who would be paying a surrender penalty if replacing a current annuity; and
- All applicants who would be using a certain percentage of their assets to purchase the annuity.

What procedures have been put in place to monitor business in force to ensure that the company's annuity products are reaching the target market?

- Please see the response to the previous question.

What actions does the company put in place if annuity product sales do not tract the target market?

- If an applicant does not meet the Suitability requirements, the application is rejected.

The following riders / endorsements may be offered with this contract.

FA4050-01 – Market Value Adjustment Endorsement – This endorsement may be attached to our deferred annuity contract at issue. If attached to the contract, this endorsement may increase or decrease the amount of a withdrawal, within limits. The MVA formula depends on the change in the reference rate from the date of issue to the date of withdrawal.

FA4051-01 – The Return of Deposit Endorsement – This endorsement provides a guarantee that the owner will not receive, upon full surrender, less than the original amount he deposited into the annuity contract, less all prior withdrawals.

FA4052-01 – 10% Free Withdrawal Endorsement, and

FA4053-01 – Accumulated Interest Free Withdrawal Endorsement

Either of these endorsements may be attached to increase the amount of the withdrawal the owner may take without any withdrawal charge, over what is provided in the contract.

FA4054-01 – Surrender Charge Release Endorsement – This endorsement may be attached to our contract to provide a "bailout" rate. If the company should credit a rate below the stated rate, within the stated period, the withdrawal charges would be waived.

FA4055-01 – Unemployment Waiver Rider – If this rider is attached to the contract, we will waive the withdrawal charge if the owner becomes unemployed and is receiving unemployment benefits.

<i>SERFF Tracking Number:</i>	<i>FRTH-126837343</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Forethought Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>46994</i>
<i>Company Tracking Number:</i>	<i>FA1101SPDA-01</i>		
<i>TOI:</i>	<i>A02.11 Individual Annuities- Deferred Non-Variable and Variable</i>	<i>Sub-TOI:</i>	<i>A02.11.003 Single Premium</i>
<i>Product Name:</i>	<i>Single Premium Deferred Annuity Contract</i>		
<i>Project Name/Number:</i>	<i>MYGA/FA1101SPDA-01</i>		

Forethought Life Insurance Company would also like to use FA4051-01 – The Return of Deposit Endorsement, FA4054-01 – Surrender Charge Waiver Endorsement and FA4055-01 – Unemployment Waiver Rider with previously approved annuity contracts. These provide enhanced benefits to the base annuity contracts.

We would also like to use riders that have been previously approved by your department. These are listed in the Supporting Documentation tab along with the approvals dates.

Forethought Life Insurance Company does not currently expect to provide illustrations for these Single Premium Deferred Annuity contracts. This submission contains no provisions, conditions, or concepts that are uncommon, unusual or possibly controversial from the standpoint of normal company or industry standards.

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

If you have any questions concerning this filing, you may contact me directly at 1-800-648-0075 ext. 6748 or by e-mail at kasey_poettker@forethought.com.

Company and Contact

Filing Contact Information

Kasey Poettker, Compliance Analyst	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

SERFF Tracking Number: FRTH-126837343 State: Arkansas
 Filing Company: Forethought Life Insurance Company State Tracking Number: 46994
 Company Tracking Number: FA1101SPDA-01
 TOI: A02.II Individual Annuities- Deferred Non- Sub-TOI: A02.II.003 Single Premium
 Variable and Variable
 Product Name: Single Premium Deferred Annuity Contract
 Project Name/Number: MYGA/FA1101SPDA-01

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	10/18/2010	10/18/2010

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	10/08/2010	10/08/2010	Kasey Poettker	10/15/2010	10/15/2010

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Single Premium Deferred Annuity Contract	Kasey Poettker	10/15/2010	10/15/2010

SERFF Tracking Number: FRTH-126837343 State: Arkansas
 Filing Company: Forethought Life Insurance Company State Tracking Number: 46994
 Company Tracking Number: FA1101SPDA-01
 TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.003 Single Premium
 Variable and Variable
 Product Name: Single Premium Deferred Annuity Contract
 Project Name/Number: MYGA/FA1101SPDA-01

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Statement of Variability		No
Supporting Document	Previously Approval Riders		No
Supporting Document	Information to Contractholder		No
Form (<i>revised</i>)	Single Premium Deferred Annuity Contract		No
Form	Single Premium Deferred Annuity Contract	Replaced	No
Form	Single Premium Deferred Annuity Application		No
Form	Market Value Adjustment Endorsement		No
Form	Return of Deposit Endorsement		No
Form	10% Free Withdrawal Endorsement		No
Form	Accumulated Interest Free Withdrawal Endorsement		No
Form	Surrender Charge Waiver Endorsement		No
Form	Unemployment Waiver Rider		No
Form	Disclosure Statement - 5 Year		No
Form	Disclosure Statement - 7 Year		No
Form	Disclosure Statement - 9 Year		No

SERFF Tracking Number: FRT-126837343 State: Arkansas
Filing Company: Forethought Life Insurance Company State Tracking Number: 46994
Company Tracking Number: FA1101SPDA-01
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.003 Single Premium
Variable and Variable
Product Name: Single Premium Deferred Annuity Contract
Project Name/Number: MYGA/FA1101SPDA-01

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 10/08/2010
Submitted Date 10/08/2010
Respond By Date 11/08/2010

Dear Kasey Poettker,

This will acknowledge receipt of the captioned filing.

Objection 1

Comment: Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$300.00 is received.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

SERFF Tracking Number: FRT-126837343 State: Arkansas
Filing Company: Forethought Life Insurance Company State Tracking Number: 46994
Company Tracking Number: FA1101SPDA-01
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.003 Single Premium
Variable and Variable
Product Name: Single Premium Deferred Annuity Contract
Project Name/Number: MYGA/FA1101SPDA-01

Response Letter

Response Letter Status Submitted to State
Response Letter Date 10/15/2010
Submitted Date 10/15/2010

Dear Linda Bird,

Comments:

Response 1

Comments: The additional filing fee was submitted.

Thank you.

Related Objection 1

Comment:

Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$300.00 is received.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,
Kasey Poettker

SERFF Tracking Number: *FRTH-126837343* State: *Arkansas*
 Filing Company: *Forethought Life Insurance Company* State Tracking Number: *46994*
 Company Tracking Number: *FA1101SPDA-01*
 TOI: *A02.11 Individual Annuities- Deferred Non- Variable and Variable* Sub-TOI: *A02.11.003 Single Premium*
 Product Name: *Single Premium Deferred Annuity Contract*
 Project Name/Number: *MYGA/FA1101SPDA-01*

Amendment Letter

Submitted Date: 10/15/2010

Comments:

A typographical error was found on contract data page 3A. I have attached a revised contract. I apologize for any inconvenience.

Thank you.

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
FA1101SPD A-01	Policy/Contr act/Fraternal Certificate	Single Premium Deferred Annuity Contract	Initial				65.000	FA1101SPDA -01 MYGA Contract - Final 092710 (5, 7, 9 Year) Rev 101510.pdf

SERFF Tracking Number: FRTH-126837343 State: Arkansas
 Filing Company: Forethought Life Insurance Company State Tracking Number: 46994
 Company Tracking Number: FA1101SPDA-01
 TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.003 Single Premium
 Variable and Variable
 Product Name: Single Premium Deferred Annuity Contract
 Project Name/Number: MYGA/FA1101SPDA-01

Form Schedule

Lead Form Number: FA1101SPDA-01

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	FA1101SPDA-01	Policy/Contract/ Fraternal Certificate Single Premium Deferred Annuity Contract	Initial		65.000	FA1101SPDA-01 MYGA Contract - Final 092710 (5, 7, 9 Year) Rev 101510.pdf
	FA3009-01	Application/ Enrollment Form Single Premium Deferred Annuity Application	Initial		50.000	FA3009-01 MYGA Annuity App - Final - 093010.pdf
	FA4050-01	Policy/Contract/ Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider Market Value Adjustment Endorsement	Initial		48.000	FA4050-01 MVA Endorsement - Final.pdf
	FA4051-01	Policy/Contract/ Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider Return of Deposit Endorsement	Initial		54.000	FA4051-01 ROP Endorsement - Final.pdf

SERFF Tracking Number: FRTH-126837343 State: Arkansas
 Filing Company: Forethought Life Insurance Company State Tracking Number: 46994
 Company Tracking Number: FA1101SPDA-01
 TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.003 Single Premium
 Variable and Variable
 Product Name: Single Premium Deferred Annuity Contract
 Project Name/Number: MYGA/FA1101SPDA-01

FA4052-01	Policy/Cont 10% Free Withdrawal Initial ract/Fratern Endorsement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	48.000	FA4052-01 10% Free Withdrawal Rider - Final.pdf
FA4053-01	Policy/Cont Accumulated Interest Initial ract/Fratern Free Withdrawal al Endorsement Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	42.000	FA4053-01 Interest Free Withdrawal Rider - Final.pdf
FA4054-01	Policy/Cont Surrender Charge Initial ract/Fratern Waiver Endorsement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	48.000	FA4054-01 Surrender Charge Waiver Endorsement - Final.pdf
FA4055-01	Policy/Cont Unemployment Initial ract/Fratern Waiver Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	58.000	FA4055-01 UnEmploye nt Rider - Final.pdf
FA5089SP	Other Disclosure Statement Initial	51.900	FA5089SPDA

SERFF Tracking Number: *FRTH-126837343* State: *Arkansas*
 Filing Company: *Forethought Life Insurance Company* State Tracking Number: *46994*
 Company Tracking Number: *FA1101SPDA-01*
 TOI: *A02.11 Individual Annuities- Deferred Non- Variable and Variable* Sub-TOI: *A02.11.003 Single Premium*
 Product Name: *Single Premium Deferred Annuity Contract*
 Project Name/Number: *MYGA/FA1101SPDA-01*

DA-01 (5)	- 5 Year			-01 (5) MYGA Disclosure Stmnt 5 yr - Final.pdf
FA5089SP Other DA-01 (7)	Disclosure Statement Initial - 7 Year	51.900		FA5089SPDA -01 (7) MYGA Disclosure Stmnt 7 yr - Final.pdf
FA5089SP Other DA-01 (9)	Disclosure Statement Initial - 9 Year	51.900		FA5089SPDA -01 (9) MYGA Disclosure Stmnt 9 yr - Final.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.

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 [30] 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.



Assistant Secretary



President

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
{Market Value Adjustment may be applied on withdrawals
which could increase or decrease Withdrawal Charges}
This Contract is not insured by the FDIC

NON-PARTICIPATING

TABLE OF CONTENTS

	<u>Page Number</u>
Right to Examine and Return This Contract	1
Contract Data Page	3A
General Contract Information	3A
Withdrawal Charges	3B
Endorsements and Riders Attached to this Contract	3B
Table of Guaranteed Values	3C
Definitions	4
General Provisions	5
The Contract	5
Incontestability	5
Non-Participating	5
Misstatement of Age or Sex	5
Protection of Proceeds	5
Reports	5
Premium and Other Taxes	5
Evidence of Survival	5
Modification of Contract	5
Deferral Payments	5
Reserves, Values and Benefits	5
Annuitant, Ownership, Assignment Provisions	6
Owner	6
Joint Owner	6
Annuitant	6
Assignment	6
Beneficiary Provisions	7
Beneficiary	7
Simultaneous Death of Beneficiary and Owner	7
Change of Beneficiary	7
Annuity Deposit Provisions	7
Annuity Deposit	7
Contract Value Provision	8
Contract Value	8
Interest	8
Death Benefit Provisions	9
Death of Owner During the Accumulation Period	9
Death Benefit Amount During the Accumulation Period	9
Death Benefit Options During the Accumulation Period	9
Death of Owner During the Annuitization Period	9
Death of Annuitant	9
Payment of Death Benefit	10

TABLE OF CONTENTS (continued)

	<u>Page Number</u>
Withdrawal Provisions	11
Withdrawals	11
Withdrawal Amount	11
Withdrawal Charge Period	11
Withdrawal Charge	11
Free Withdrawal Amount	11
Annuity Provisions	
Maturity Date	12
Annuity Date	12
Election of Annuity Options	12
Annuity Options	12
Annuity Payments	12
Frequency and Amount of Annuity Payments	13
Basis of Payments	13

CONTRACT DATA PAGE

CONTRACT NUMBER: (123456789)

ISSUE DATE: (January 1, 2011)

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, 2076)**

ANNUITY DATE: (January 1, 2076)

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

ANNUITY DEPOSIT: (\$100,000.00)
[PREMIUM TAX PAID: (\$0.00)]
[ANNUITY DEPOSIT LESS PREMIUM TAX: (\$100,000.00)]

MINIMUM WITHDRAWAL AMOUNT: (\$250.00)
MINIMUM CONTRACT VALUE AFTER WITHDRAWAL: (\$500.00)

MINIMUM GUARANTEED CONTRACT WITHDRAWAL VALUE INTEREST RATE: **(1.25%)**

INTEREST RATES

The interest rate payable on the Contract Value is guaranteed as follows:

	{Base Interest Rate}	{Bonus Interest Rate}	Total Annual Interest Rate
Contract Year 1	{2.00%}	{1.00%}	{3.00%}
{ 2	{2.00%}	{0.00%}	{2.00%}}
{ 3	{2.00%}	{0.00%}	{2.00%}}
{ 4	{2.00%}	{0.00%}	{2.00%}}
{ 5	{2.00%}	{0.00%}	{2.00%}}

INITIAL INTEREST GUARANTEE TERM

(5) Years

The interest rate payable on the Contract Value will be determined on an annual basis after Contract Year (x)

The Interest Rate will never be less than: **1%**

WITHDRAWAL CHARGE PERIOD**5 Years****TABLE OF WITHDRAWAL CHARGE PERCENTAGES**

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

Contract Year	1	2	3	4	5	Thereafter
Percentage Charge	8%	8%	7%	6%	5%	0%

{WITHDRAWAL CHARGES MAY NOT REDUCE THE WITHDRAWAL VALUE BELOW THE ANNUITY DEPOSIT PAID}

{SURRENDER CHARGE WAIVER RATE **{1.00%}}**
{SURRENDER CHARGE WAIVER RATE PERIOD **{5 Years}}****{FREE WITHDRAWAL AVAILABILITY PERIOD:** {Contract Years 2 and later}}
{FREE WITHDRAWAL AMOUNT: {10% of Contract Value on previous Anniversary}}**{MARKET VALUE ADJUSTMENT** {Applies to Contract – See Market Value Adjustment Endorsement}}
{PERCENTAGE FACTOR: {100%}}**DEATH BENEFIT DURING THE ACCUMULATION PERIOD:** {Contract Value}**ANNUITY SERVICE CENTER:**FORETHOUGHT LIFE INSURANCE COMPANY
ONE FORETHOUGHT CENTER
P.O. BOX 296
BATESVILLE, IN 47006-0296**ENDORSEMENTS AND RIDERS ATTACHED TO THIS CONTRACT:****{NONE}**
{10% Free Withdrawal Endorsement, Accumulated Interest Free Withdrawal Endorsement}
{Return of Annuity Deposit Endorsement}
{Market Value Adjustment Endorsement}
{Surrender Charge Waiver Endorsement}
{Nursing Home Waiver Rider}
{Terminal Illness Waiver Rider}
{Unemployment Waiver Rider}
(IRA Rider)
(Roth IRA Rider)
{Guaranteed Payout Period Not to Exceed Life Expectancy}

CONTRACT DATA PAGE

CONTRACT NUMBER: (123456789)

ISSUE DATE: (January 1, 2011)

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, 2076)**

ANNUITY DATE: (January 1, 2076)

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

ANNUITY DEPOSIT: (\$100,000.00)
[PREMIUM TAX PAID: (\$0.00)]
[ANNUITY DEPOSIT LESS PREMIUM TAX: (\$100,000.00)]

MINIMUM WITHDRAWAL AMOUNT: (\$250.00)
MINIMUM CONTRACT VALUE AFTER WITHDRAWAL: (\$500.00)

MINIMUM GUARANTEED CONTRACT WITHDRAWAL VALUE INTEREST RATE: **(1.25%)**

INTEREST RATES

The interest rate payable on the Contract Value is guaranteed as follows:

	{Base Interest Rate}	{Bonus Interest Rate}	Total Annual Interest Rate
Contract Year 1	{2.00%}	{1.00%}	{3.00%}
{ 2	{2.00%}	{0.00%}	{2.00%}}
{ 3	{2.00%}	{0.00%}	{2.00%}}
{ 4	{2.00%}	{0.00%}	{2.00%}}
{ 5	{2.00%}	{0.00%}	{2.00%}}
{ 6	{2.00%}	{0.00%}	{2.00%}}
{ 7	{2.00%}	{0.00%}	{2.00%}}

INITIAL INTEREST GUARANTEE TERM

(7) Years

The interest rate payable on the Contract Value will be determined on an annual basis after Contract Year (x)

The Interest Rate will never be less than:

1%

WITHDRAWAL CHARGE PERIOD**7 Years****TABLE OF WITHDRAWAL CHARGE PERCENTAGES**

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

Contract Year	1	2	3	4	5	6	7	Thereafter
Percentage Charge	8%	8%	7%	6%	5%	4%	3%	0%

{WITHDRAWAL CHARGES MAY NOT REDUCE THE WITHDRAWAL VALUE BELOW THE ANNUITY DEPOSIT PAID}

{SURRENDER CHARGE WAIVER RATE **{1.00%}**
{SURRENDER CHARGE WAIVER RATE PERIOD **{7 Years}**

{FREE WITHDRAWAL AVAILABILITY PERIOD: {Contract Years 2 and later}
{FREE WITHDRAWAL AMOUNT: {10% of Contract Value on previous Anniversary}

{MARKET VALUE ADJUSTMENT {Applies to Contract – See Market Value Adjustment Endorsement}
{PERCENTAGE FACTOR: {100%}

DEATH BENEFIT DURING THE ACCUMULATION PERIOD: {Contract Value}

ANNUITY SERVICE CENTER:

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

ENDORSEMENTS AND RIDERS ATTACHED TO THIS CONTRACT:

{NONE}
{10% Free Withdrawal Endorsement, Accumulated Interest Free Withdrawal Endorsement}
{Return of Annuity Deposit Endorsement}
{Market Value Adjustment Endorsement}
{Surrender Charge Waiver Endorsement}
{Nursing Home Waiver Rider}
{Terminal Illness Waiver Rider}
{Unemployment Waiver Rider}
(IRA Rider)
(Roth IRA Rider)
{Guaranteed Payout Period Not to Exceed Life Expectancy}

CONTRACT DATA PAGE

CONTRACT NUMBER: (123456789)

ISSUE DATE: (January 1, 2011)

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, 2076)**

ANNUITY DATE: (January 1, 2076)

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

ANNUITY DEPOSIT: (\$100,000.00)
[PREMIUM TAX PAID: (\$0.00)]
[ANNUITY DEPOSIT LESS PREMIUM TAX: (\$100,000.00)]

MINIMUM WITHDRAWAL AMOUNT: (\$250.00)
MINIMUM CONTRACT VALUE AFTER WITHDRAWAL: (\$500.00)

MINIMUM GUARANTEED CONTRACT WITHDRAWAL VALUE INTEREST RATE: **(1.25%)**

INTEREST RATES

The interest rate payable on the Contract Value is guaranteed as follows:

	{Base Interest Rate}	{Bonus Interest Rate}	Total Annual Interest Rate
Contract Year 1	{2.00%}	{1.00%}	{3.00%}
{ 2	{2.00%}	{0.00%}	{2.00%}}
{ 3	{2.00%}	{0.00%}	{2.00%}}
{ 4	{2.00%}	{0.00%}	{2.00%}}
{ 5	{2.00%}	{0.00%}	{2.00%}}
{ 6	{2.00%}	{0.00%}	{2.00%}}
{ 7	{2.00%}	{0.00%}	{2.00%}}
{ 8	{2.00%}	{0.00%}	{2.00%}}
{ 9	{2.00%}	{0.00%}	{2.00%}}

INITIAL INTEREST GUARANTEE TERM

(9) Years

The interest rate payable on the Contract Value will be determined on an annual basis after Contract Year (x)

The Interest Rate will never be less than:

1%

WITHDRAWAL CHARGE PERIOD**9 Years****TABLE OF WITHDRAWAL CHARGE PERCENTAGES**

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

Contract Year	1	2	3	4	5	6	7	8	9	Thereafter
Percentage Charge	8%	8%	7%	6%	5%	4%	3%	2%	1%	0%

{WITHDRAWAL CHARGES MAY NOT REDUCE THE WITHDRAWAL VALUE BELOW THE ANNUITY DEPOSIT PAID}

{SURRENDER CHARGE WAIVER RATE **{1.00%}}**
{SURRENDER CHARGE WAIVER RATE PERIOD **{9 Years}}****{FREE WITHDRAWAL AVAILABILITY PERIOD:** {Contract Years 2 and later}}
{FREE WITHDRAWAL AMOUNT: {10% of Contract Value on previous Anniversary}}**{MARKET VALUE ADJUSTMENT** {Applies to Contract – See Market Value Adjustment Endorsement}}
{PERCENTAGE FACTOR: {100%}}**DEATH BENEFIT DURING THE ACCUMULATION PERIOD:** {Contract Value}**ANNUITY SERVICE CENTER:**FORETHOUGHT LIFE INSURANCE COMPANY
ONE FORETHOUGHT CENTER
P.O. BOX 296
BATESVILLE, IN 47006-0296**ENDORSEMENTS AND RIDERS ATTACHED TO THIS CONTRACT:****{NONE}**
{10% Free Withdrawal Endorsement, Accumulated Interest Free Withdrawal Endorsement}
{Return of Annuity Deposit Endorsement}
{Market Value Adjustment Endorsement}
{Surrender Charge Waiver Endorsement}
{Nursing Home Waiver Rider}
{Terminal Illness Waiver Rider}
{Unemployment Waiver Rider}
(IRA Rider)
(Roth IRA Rider)
{Guaranteed Payout Period Not to Exceed Life Expectancy}

TABLE OF GUARANTEED VALUES*

Contract Year	Minimum Guaranteed Interest Rate	End of Year Contract Value	End of Year Minimum Guaranteed Contract Withdrawal Value
1	1.00%	1,010.00	883.75
2	1.00%	1,020.10	892.59
3	1.00%	1,030.30	901.51
4	1.00%	1,040.60	910.53
5	1.00%	1,051.01	919.63
6	1.00%	1,061.52	928.83
7	1.00%	1,072.14	938.12
8	1.00%	1,082.86	947.50
9	1.00%	1,093.69	956.97
10	1.00%	1,104.62	966.54
11	1.00%	1,115.67	976.21
12	1.00%	1,126.83	985.97
13	1.00%	1,138.09	995.83
14	1.00%	1,149.47	1,005.79
15	1.00%	1,160.97	1,015.85
16	1.00%	1,172.58	1,026.01
17	1.00%	1,184.30	1,036.27
18	1.00%	1,196.15	1,046.63
19	1.00%	1,208.11	1,057.1
20	1.00%	1,220.19	1,067.67

* Values shown assume

1. A \$1,000 Annuity Deposit at the beginning of the first Contract Year.
2. Interest credited at the minimum guaranteed interest rate of 1%.
3. No withdrawals.

Actual values may be greater if interest crediting rates are higher than those guaranteed in this Contract.

DEFINITIONS

Accumulation Period - The period prior to the Annuity Date.

Annuitant – The person upon whose life the Annuity Payments may be based.

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

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

Annuity Deposit – The Premium credited to this contract on the Issue Date of the Contract.

Annuitization Period - The period during which Annuity Payments are payable.

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

Beneficiary - The person You name to receive a death benefit payable under this Contract.

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 Market Value Adjustment 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.

Interest Rate - The effective annual rates of interest listed on the Contract Data Page which are credited to the Contract Values.

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.

Market Value Adjustment – An adjustment that may be made to your Withdrawal Amount as described in the Market Value Adjustment Endorsement. If no Market Value Adjustment Endorsement is attached then the Market Value Adjustment is not applicable.

Notice - Communication providing information We need in the form we require. 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.

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.

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

NON-PARTICIPATING – We will not pay dividends on this Contract.

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 and 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, or at 1% if there is no applicable law.

PROTECTION OF PROCEEDS - No Beneficiary may encumber or assign any payments under this Contract before they are due. The Contract Value and other benefits under this Contract are exempt from creditor to the extent permitted by law.

REPORTS - At least once each calendar year, We will send to your last known address a report showing the Contract Value and any other information as may be required by law.

PREMIUM TAXES 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. 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 state and federal laws. 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 relevant section.

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.

NUMBER - Unless otherwise provided, all references in this Contract, which are in the singular form, will include the plural; all references in the plural form will include the singular.

DEFERRAL PAYMENTS – If approved by the Commissioner of Insurance for the state in which this Contract is delivered, We reserve the right to defer payments for any Withdrawal Amount for up to six months. Subject to state requirements, interest will be credited during such deferred period.

APPLICABLE LAW - This annuity Contract is governed by the laws of the state in which it is delivered.

ANNUITANT, OWNERSHIP, ASSIGNMENT PROVISIONS

ANNUITANT

The Annuitant is the person designated by You on whose life Annuity Payments are based. 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

The Owner, has all the interests 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, subject to Our underwriting rules in effect at the time of the request. 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 Center.

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 exercise 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.

BENEFICIARY PROVISIONS

BENEFICIARY - Unless You provide otherwise, the death benefit will be paid in equal shares to the Beneficiaries as follows:

1. to the primary Beneficiary 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 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 the primary Beneficiary. Any other Beneficiary designation will be a contingent Beneficiary unless otherwise indicated in a Notice to Us.

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

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 receive the Notice.

ANNUITY DEPOSIT PROVISIONS

ANNUITY DEPOSIT - The amount of the Annuity Deposit is shown on the Contract Data Page. No additional deposits may be made to the Contract at any time. If any check presented as payment of any part of an Annuity Deposit is not honored, the Contract will be void.

CONTRACT VALUE PROVISION

CONTRACT VALUE – The Contract Value is calculated as follows:

1. On the Issue Date, the Contract Value equals the Annuity Deposit.
2. On any day thereafter, the Contract Value equals:
 - (a) the Contract Value on the previous day; less
 - (b) Any Withdrawal Amount since the previous day; less
 - (c) any taxes assessed to the Contract Value since the previous day; less
 - (d) rider charges, if any, since the previous day; plus
 - (e) interest credited to the Contract Value since the previous day.

The Table of Guaranteed Values on page 3C shows the minimum Contract Values and the Minimum Guaranteed Contract Withdrawal Values that We guarantee. Actual Contract Values could be greater if We pay or credit interest in excess of the rates guaranteed.

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

INTEREST DURING THE ACCUMULATION PERIOD – Interest is credited to your account daily. All interest rates quoted are effective annual interest rates. These are the rates that result after interest has compounded daily for a full year.

We credit interest as follows:

1. Interest is initially credited to the Contract Value according to the rate(s) shown in the Interest Rates section of the Contract Data Page for the Initial Interest Guarantee Term.
2. The Annual Interest Rate for each Contract Year after the Initial Interest Guarantee Term will be declared in advance by Us and will be guaranteed for one Contract Year.
3. The interest rate will never be less than the guaranteed interest rates shown on the Contract Data Page.

We guarantee that prior to the selection of an Annuity Option, your annuity will always earn at least the guaranteed minimum interest rate set forth in the Interest Rates section of the Contract Data Page.

MINIMUM GUARANTEED CONTRACT WITHDRAWAL VALUE (MGCWV)

The MGCWV is calculated as follows:

1. On the Issue Date the MGCWV equals the Annuity Deposit, less any applicable premium tax, multiplied by {eighty seven and one half percent (87.50%)}
2. On any day thereafter, the MGCWV equals:
 - (a) the MGCWV on the previous day; less
 - (b) Withdrawal Proceeds paid since the previous day; less
 - (c) Rider Charges since the previous day; plus
 - (d) interest credited to the MGCWV at the Minimum Guaranteed Contract Withdrawal Value Interest Rate.

The Minimum Guaranteed Contract Withdrawal Value Interest Rate is shown on the Contract Data Page. The MGCWV will never be less than zero.

DEATH BENEFIT PROVISIONS

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

DEATH BENEFIT AMOUNT DURING THE ACCUMULATION PERIOD – If an Owner dies during the Accumulation Period, the Death Benefit is specified on the Contract Data Pages and is determined as of the date on which We have received both due proof of death and an election for the payment method. Until distributed, the Death Benefit will receive interest as required by the state in which this Contract is issued. If the Contract is continued by a surviving spouse as set forth below, the Contract Value will continue in the Accumulation Period according to the terms of the 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) if an Owner dies during the Accumulation Period. 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 years of the date of the death of the Owner; or

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

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

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

Payment to the Beneficiary, other than in a lump sum, may only be elected within the sixty day period after receipt of proof of death.

DEATH OF OWNER DURING THE ANNUITIZATION PERIOD - If the Owner, who is not the Annuitant, dies during the Annuitization 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. If the Owner dies during the Annuitization Period, the Beneficiary becomes the Owner.

DEATH OF ANNUITANT - If an Annuitant who is not an Owner dies during the Accumulation Period, the Owner becomes the Annuitant. The Owner may select a different 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 Annuitization Period, the death benefit 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 proof of death before any death benefit is paid. 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. 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 prior to the Annuity Date.

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, We may treat the request as a withdrawal of the entire Contract Value.

WITHDRAWAL PROCEEDS - Withdrawal Proceeds is the amount payable to You when You take a Withdrawal, after taking into consideration any Withdrawal Charges and any applicable Market Value Adjustment.

WITHDRAWAL AMOUNT - The Withdrawal Amount is the amount deducted from the Contract Value, including any Withdrawal Proceeds, Withdrawal Charges and applicable Market Value Adjustments.

Amounts withdrawn prior to the end of the Withdrawal Charge Period may be subject to a Withdrawal Charge and any applicable Market Value Adjustment. Any Withdrawal Charge and applicable Market Value Adjustment will be deducted from the remaining Contract Value. If the remaining Contract Value is less than the Withdrawal Charge and any applicable Market Value Adjustment, the Withdrawal Charge and applicable Market Value Adjustment will be deducted from the Withdrawal Proceeds.

WITHDRAWAL CHARGE - Cumulative withdrawals in any Contract Year that exceed any applicable Free Withdrawal Amount may be assessed a Withdrawal Charge. The Withdrawal Charge is equal to the percentage(s) shown on the Contract Data Page times the portion of the Withdrawal Amount subject to the Withdrawal Charge. We will not charge a Withdrawal Charge on Annuity Options beginning after the fifth Contract Anniversary.

FREE WITHDRAWAL AMOUNT – If Your Contract is issued for use as an IRA or under an Employer Sponsored Plan, distributions required under the Required Minimum Distribution rules imposed by the Internal Revenue Code of 1986 will be free from any Withdrawal Charges. 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 and any applicable Market Value Adjustment will also be applied to any Free Withdrawal Amounts occurring in that Contract Year.

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 – The Annuity Date is shown on the Contract Data Page. You may select to set Your Annuity Date and commence Annuity Payments under an elected Annuity Option after the first Contract Year. Prior to the Annuity Date, you may change the Annuity Date upon thirty days prior Notice to Us. The Annuity Date must be the first day of a month and may not be later than the Contract Anniversary following the Owner's or the oldest Joint Owner's 100th birthday.

ELECTION OF ANNUITY OPTIONS – You may select Your Annuity Option. If no Annuity Option is selected, We will apply Option 2 – Life Annuity with Ten Years of Annuity Payments Guaranteed on the Maturity Date. Upon thirty days Notice prior to the Annuity Date, You may change the Annuity Option. Once payments begin under an elected Annuity Option, that option is irrevocable and the Contract has no other value that can be surrendered, loaned, commuted or withdrawn.

ANNUITY OPTIONS – You may select one of the following Annuity Options, or any other Annuity Option acceptable to You and Us:

Option 1 – Life Annuity – We will make Annuity Payments 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 during the lifetime of the Annuitant with a guarantee that if at the Annuitant's death We have made less than 10 years of Annuity Payments, We will continue Annuity Payments for the remainder of the guaranteed period.

Option 3 – Life Annuity with 20 Years of Annuity Payments Guaranteed – We will make Annuity Payments during the lifetime of the Annuitant with a guarantee that if at the Annuitant's death We have made less than 20 years of Annuity Payments, We will continue Annuity Payments for the remainder of the guaranteed period.

Option 4 – Joint and Last Survivor Annuity – We will make Annuity Payments 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 during the joint lifetime of the Annuitant and the Joint Annuitant. 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, We have made less than 10 years of Annuity Payments, We will continue to make Annuity Payments for the remainder of the guaranteed period.

Option 6 – Guaranteed Payment Period – We will make payments for a guaranteed payment period of 10 to 30 years. The payments do not depend on the Annuitant's life.

ANNUITY PAYMENTS – The Annuity Tables that follow contain guaranteed monthly Annuity Payment amounts per \$1,000 of Contract Withdrawal Value. 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 days prior to the Annuity Date. For Attained Ages, combinations of sex, guaranteed payment periods, payment frequencies, and interest rates not shown in these tables, Annuity Payment factors will be calculated in a manner consistent with these Annuity Option Tables.

ANNUITY PROVISIONS (continued)

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 instead of Annuity Payments. If the amount of any Annuity Payment would be 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 1.00% 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
65	\$3.95	\$3.53	\$3.87	\$3.49	\$3.56	\$3.33
66	\$4.09	\$3.65	\$3.99	\$3.60	\$3.64	\$3.42
67	\$4.24	\$3.77	\$4.12	\$3.72	\$3.72	\$3.50
68	\$4.40	\$3.90	\$4.26	\$3.84	\$3.79	\$3.58
69	\$4.57	\$4.05	\$4.40	\$3.97	\$3.87	\$3.67
70	\$4.75	\$4.20	\$4.55	\$4.11	\$3.94	\$3.75
71	\$4.94	\$4.36	\$4.70	\$4.26	\$4.01	\$3.84
72	\$5.14	\$4.54	\$4.86	\$4.41	\$4.08	\$3.92
73	\$5.36	\$4.74	\$5.03	\$4.57	\$4.15	\$4.00
74	\$5.59	\$4.94	\$5.20	\$4.75	\$4.21	\$4.08
75	\$5.84	\$5.17	\$5.38	\$4.93	\$4.26	\$4.15
76	\$6.11	\$5.41	\$5.57	\$5.12	\$4.32	\$4.22
77	\$6.39	\$5.67	\$6.76	\$5.31	\$4.36	\$4.28
78	\$6.70	\$5.95	\$5.95	\$5.52	\$4.41	\$4.34
79	\$7.03	\$6.26	\$6.14	\$5.73	\$4.45	\$4.39
80	\$7.38	\$6.59	\$6.34	\$5.94	\$4.48	\$4.44

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			
	60	65	70	75
60	\$2.71	\$2.89	\$3.05	\$3.17
65	\$2.83	\$3.08	\$3.33	\$3.54
70	\$2.91	\$3.24	\$3.60	\$3.94
75	\$2.97	\$3.36	\$3.81	\$4.31

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			
	60	65	70	75
60	\$2.71	\$2.89	\$3.05	\$3.17
65	\$2.82	\$3.08	\$3.33	\$3.54
70	\$2.91	\$3.24	\$3.59	\$3.92
75	\$2.96	\$3.35	\$3.80	\$4.28

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
10	\$8.75	17	\$5.32	24	\$3.09
11	\$7.99	18	\$5.05	25	\$3.76
12	\$7.36	19	\$4.81	26	\$3.63
13	\$6.83	20	\$4.59	27	\$3.51
14	\$6.37	21	\$4.39	28	\$3.40
15	\$5.97	22	\$4.21	29	\$3.30
16	\$5.63	23	\$4.05	30	\$3.21

(Please Print)

1. OWNER

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

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

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

TRUST **CORPORATION** **PARTNERSHIP**

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

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

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

JOINT ANNUITANT

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

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

Primary

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

Primary **Contingent**

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

Primary **Contingent**

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

Primary **Contingent**

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

Please use section 4 if you require additional Beneficiary space.

4. SPECIAL INSTRUCTIONS AND REMARKS

--

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. ANNUITY DEPOSIT

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

7. PRODUCT SELECTION

Guaranteed Rate Period <i>(Select One)</i> { <input type="checkbox"/> 1 Year } { <input type="checkbox"/> 3 Year } { <input type="checkbox"/> 5 Year } { <input type="checkbox"/> 7 Year } { <input type="checkbox"/> 9 Year }	{Surrender Charge Period <i>(Select One)</i> { <input type="checkbox"/> 5 Year } { <input type="checkbox"/> 7 Year } { <input type="checkbox"/> 9 Year }
{Free Withdrawal Option <i>(Select One)</i> { <input type="checkbox"/> Required Minimum Distributions } { <input type="checkbox"/> 10% Free Withdrawal } { <input type="checkbox"/> Accumulated Interest }	{Other <i>(Select ALL that apply)</i> { <input type="checkbox"/> Return of Annuity Deposit } { <input type="checkbox"/> Market Value Adjustment } { <input type="checkbox"/> Surrender Charge Waiver } { <input type="checkbox"/> Unemployment Waiver } { <input type="checkbox"/> NA }

8. STATE REQUIRED NOTICES

AR, HI, KY, MA, ND, NM, OK, PA, SD, TN, 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.

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.

ME Residents

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

MD Residents

Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

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.

9. 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.

10. OWNER DECLARATIONS AND SIGNATURES

The Owner(s) understands and agrees that:

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

Do you have any existing life insurance policies or annuity contracts?

Yes No

Is this annuity intended to replace or change any existing annuity or life insurance contract?

Yes No

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

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

Initials

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

Initials

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

Initials

I(We) certify that the funds for the purchase of the annuity contract are not derived from the proceeds of a reverse mortgage.

Initials

Owner Signature

Date

Signed At (City, State)

Joint Owner Signature (if applicable)

Date

Signed At (City, State)

Annuitant Signature (if other than Owner)

Date

Signed At (City, State)

11. AGENT DECLARATIONS AND SIGNATURES

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

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

Yes To the best of my knowledge, the annuity contract applied for is intended to replace or change existing life insurance policies or annuity contracts. If replacement or change is involved, I have attached the appropriate Replacement form for the Owner(s) and will return with the application.
 No

_____ **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 8, 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** I certify that the appropriate Disclosure Statement and a *Buyer's Guide to Fixed Deferred Annuities* have been provided to the Applicant(s). I have not made any statements that differ from this material.

_____ **Initials** I certify that the source of funds for the purchase of this annuity contract are not derived from the proceeds of a reverse mortgage.

_____ Primary Agent Signature

_____ Date

_____ Signed At (City, State)

FORETHOUGHT LIFE INSURANCE COMPANY HOME OFFICE USE ONLY

Single Premium Deferred Annuity Application

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

MARKET VALUE ADJUSTMENT ENDORSEMENT

This Market Value Adjustment Endorsement (hereafter "Endorsement") is made a 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 Endorsement shall have the same meanings as are set forth in the Contract to which this Endorsement is attached unless otherwise defined in this Endorsement. In case of a conflict between the terms of this Endorsement and the terms of the Contract, the terms of this Endorsement will control.

There is no additional charge for this Endorsement.

This Endorsement adds a Market Value Adjustment provision to the Contract.

MARKET VALUE ADJUSTMENT PROVISION

Any amounts that are assessed a Withdrawal Charge will also be subject to a Market Value Adjustment (MVA). The MVA may be positive or negative. The MVA will not be applied to Death Benefit Proceeds or an Annuity Option unless a Withdrawal Charge is applied.

The Market Value Adjustment amount is the Market Value Adjustment Percentage multiplied by that portion of the Withdrawal Amount that is assessed a Withdrawal Charge.

The Market Value Adjustment Percentage equals A multiplied by (B minus C), multiplied by (N/12) where:

(A) = the Market Value Adjustment Percentage Factor shown on the Contract Data Page.

(B) = an effective annual interest rate equal to the Total Composite Yield-to-Worst of the Dow Jones Corporate Bond Index on the last business day before the withdrawal date.

(C) = an effective annual interest rate equal to the Total Composite Yield-to-Worst of the Dow Jones Corporate Bond Index on the last business day before the date the Contract was Issued.

N = number of complete months remaining in the Withdrawal Charge Period.

The Market Value Adjustment Percentage shall be determined so that a withdrawal of all Contract Value would not result in a decrease of the Contract Withdrawal Value below the Minimum Guaranteed Contract Withdrawal Value.

If the Market Value Adjustment Percentage results in an increase of the Contract Withdrawal Value, the percentage added may not exceed the maximum Market Value Adjustment Percentage that could have been deducted if the MVA had resulted in a decrease of the Contract Withdrawal Value, as limited in the preceding paragraph.

The Dow Jones Corporate Bond Index Composite Yield is published daily in the Wall Street Journal. The Yield-to-Worst Rate of the Total Composite Index is used in the above formula. If this 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.



President
Forethought Life Insurance Company

RETURN OF ANNUITY DEPOSIT ENDORSEMENT

This Return of Deposit Endorsement (hereafter "Endorsement") is made a 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 Endorsement shall have the same meanings as are set forth in the contract to which this Endorsement is attached unless otherwise defined in this Endorsement. In case of a conflict between the terms of this Endorsement and the terms of the Contract, the terms of this Endorsement will control.

There is no additional charge for this Endorsement.

RETURN OF ANNUITY DEPOSIT

The Contract Withdrawal Value, upon full surrender of the Contract, cannot be less than the Annuity Deposit less all prior Withdrawal Proceeds. For the purposes of calculating the amount of this benefit, all prior withdrawals will be assumed to reduce the Annuity Deposit amount.



President
Forethought Life Insurance Company

10% FREE WITHDRAWAL ENDORSEMENT

This 10% Free Withdrawal Endorsement (hereafter "Endorsement") is made a 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 Endorsement shall have the same meanings as are set forth in the Contract to which this Endorsement is attached unless otherwise defined in this Endorsement. In case of a conflict between the terms of this Endorsement and the terms of the Contract, the terms of this Endorsement will control.

There is no additional charge for this Endorsement.

10% FREE WITHDRAWAL

During the Free Withdrawal Availability Period shown on the Contact Data Page and prior to the Annuity Date, You may annually withdraw a portion of the Contract Value that is free of Withdrawal Charges and any applicable Market Value Adjustment. The Free Withdrawal Amount for any Contract Year is equal to 10% of the Contract Value on the prior Contract Anniversary. Any unused portion of the Free Withdrawal Amount cannot be accumulated from year to year. In the event a Contract's entire Contract Value is withdrawn in a Contract Year where a free withdrawal is made, the Withdrawal Charge and any applicable Market Value Adjustment will also be 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.

If Your Contract is issued for use as an IRA or under an Employer Sponsored Plan, distributions required under the Required Minimum Distribution rules imposed by the Internal Revenue Code of 1986, if greater than 10%, will be free from any Withdrawal Charges.



President
Forethought Life Insurance Company

ACCUMULATED INTEREST FREE WITHDRAWAL ENDORSEMENT

This Accumulated Interest Free Withdrawal Endorsement (hereafter "Endorsement") is made a 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 Endorsement shall have the same meanings as are set forth in the contract to which this Endorsement is attached unless otherwise defined in this Endorsement. In case of a conflict between the terms of this Endorsement and the terms of the Contract, the terms of this Endorsement will control.

There is no additional charge for this Endorsement.

ACCUMULATED INTEREST FREE WITHDRAWAL

During the Free Withdrawal Availability Period shown on the Contact Data Page and prior to the Annuity Date, You may withdraw a portion of the Contract Value that is free of Withdrawal Charges and any applicable Market Value Adjustment. The Free Withdrawal Amount at any time is equal to the accumulated interest in the Contract Value at the time of the Withdrawal. In the event the entire Contract Value is withdrawn in a Contract Year in which a Free Withdrawal Amount is made, the Withdrawal Charge and any applicable Market Value Adjustment will also be 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 Accumulated Interest limitation described above. For the purpose of calculating any remaining Free Withdrawal Amount under this endorsement, previous Withdrawals are assumed to come from interest first, then reduce the deposit.

If Your Contract is issued for use as an IRA or under an Employer Sponsored Plan, distributions required under the Required Minimum Distribution rules imposed by the Internal Revenue Code of 1986, if greater than the Accumulated Interest, will be free from any Withdrawal Charges.



President
Forethought Life Insurance Company

SURRENDER CHARGE WAIVER ENDORSEMENT

This Surrender Charge Waiver Endorsement (hereafter "Endorsement") defines the Surrender Charge Waiver Provision for the Contract to which it is attached. This Endorsement is made a 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 Endorsement shall have the same meanings as are set forth in the contract to which this Endorsement is attached unless otherwise defined in this Endorsement. In case of a conflict between the terms of this Endorsement and the terms of the Contract, the terms of this Endorsement will control.

There is no additional charge for this Endorsement.

This Endorsement adds a Surrender Charge Waiver Provision, a Surrender Charge Waiver Rate, and a Surrender Charge Waiver Rate Period to the Contract.

SURRENDER CHARGE WAIVER PROVISION

A Surrender Charge Waiver Rate and a Surrender Charge Waiver Rate Period are shown on the Contract Data Pages of Your Contract. If the Company is crediting a rate of interest on this Contract below the Surrender Charge Waiver Rate, during the Surrender Charge Waiver Rate Period, You may withdraw your Contract Value and no Withdrawal Charges or Market Value Adjustment, if otherwise applicable, will apply. Withdrawal Charges and any applicable Market Value Adjustment as stated in the Contract, will apply if the Company is crediting a rate of interest at or above the Surrender Charge Waiver Rate.

After the Surrender Charge Waiver Rate Period, the Surrender Charge Waiver Rate Provision no longer applies. Any Withdrawals will be assessed the applicable Withdrawal Charges and applicable Market Value Adjustments as stated in the Contract.



President
Forethought Life Insurance Company

UNEMPLOYMENT WAIVER RIDER

In This Rider

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.

Definitions

Unemployed, Unemployment – You are considered to be Unemployed if You:

- Are receiving benefits from Your state's unemployment office or other recognized employment agency; and
- Have not resigned, retired (whether voluntary or mandatory), or voluntarily forfeited Your salary, wages, or employment income.

The Benefit

The Withdrawal Charge will be waived on any portion of the Contract Value withdrawn if:

- We receive Proof that the Owner becomes Unemployed;
- The Unemployment begins after the Issue Date of the Contract and continues for at least 30 consecutive days;
- You are under age 65 at the time of Your written request.
- The request occurs while you are Unemployed.
- You submit a written request to waive surrender charges under this rider;

Effective Dates

The effective date of this rider is the Issue Date.
This rider will terminate when You reach age 65.



President
Forethought Life Insurance Company

**DISCLOSURE STATEMENT
SINGLE PREMIUM DEFERRED ANNUITY CONTRACT**

Thank you for applying for a Forethought Life Single Premium Deferred Annuity Contract series FA1100SPDA-01 (may be referred to as Certificate series GA1100SPDA-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 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 5 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. For tax purposes, 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 guaranteed annuity payments and Minimum Guaranteed Contract Withdrawal Values.

Contract Value: Daily interest, declared by us, is credited to the Contract Value. There are no annual administrative fees, front-end sales charges or loads. 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.

Interest Rates: All interest rates quoted are effective annual rates. These are the rates that result after interest has compounded daily for a full year. We set interest rates according to the following guidelines:

1. The Annuity Deposit will earn interest at the rate and for the time period shown on the Contract Data Page. Thereafter, we will declare a new interest rate from time to time.
2. Each credited interest rate will be guaranteed for at least one year.

We guarantee your Contract Value will always earn at least the guaranteed minimum interest rate set forth in the Interest Rates section of the Contract Data Page, regardless of future economic conditions.

Access to Contract Value: Withdrawal provisions give you access to your Contract Value. Withdrawals in the first 5 years may be subject to Withdrawal Charges and any applicable Market Value Adjustments. During the Free Withdrawal Availability Period stated on the Contract Data Page, you may make withdrawals of {the greater of 10% of the Contract Value on the prior anniversary and, the greater of the accumulated interest earnings and } the Required Minimum Distributions without incurring Withdrawal Charges or any applicable Market Value Adjustment.

Withdrawal Charge: Withdrawal Charges may be assessed on withdrawals that exceed the Free Withdrawal Amount as described above. The Contract Withdrawal Value is equal to the Contract Value less any applicable Withdrawal Charges, any applicable Market Value Adjustment, and less any

applicable taxes. Withdrawal Charges Percentages are shown in the table below and are applied to the amount withdrawn less the Free Withdrawal Amount. 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 and any applicable Market Value Adjustment will also be applied to any Free Withdrawal Amounts received in that Contract Year.

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

{Return of Annuity Deposit Guarantee: We guarantee the return of Your Annuity Deposit upon full withdrawal. If you make a full withdrawal at any time, you will receive at least the amount of Your Annuity Deposit less all prior Withdrawal Proceeds. Any applicable Withdrawal Charges and Market Value Adjustments will be waived to the extent that they would conflict with this Guarantee. For purposes of this provision, previous interest withdrawals will be considered return of deposit. }

{Market Value Adjustment: Any amounts that are assessed a Withdrawal Charge will also be subject to a Market Value Adjustment, which may increase or decrease the Contract Withdrawal Value. Within limits, Market Value Adjustments generally increase the Contract Withdrawal Value when interest rates fall and decrease the Contract Withdrawal Value when interest rates rise. }

{Surrender Charge Waiver: If the Company is crediting a rate of interest on this Contract below the Surrender Charge Waiver Rate, during the Surrender Charge Waiver Rate Period, You may withdraw your Contract Value and no Withdrawal Charges or Market Value Adjustment, if otherwise applicable, will apply. Withdrawal Charges and any applicable Market Value Adjustment as stated in the Contract, will apply if the Company is crediting a rate of interest at or above the Surrender Charge Waiver Rate. After the Surrender Charge Waiver Rate Period, the Surrender Charge Waiver Rate Provision no longer applies.

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}. When we receive Proof of Death, 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 will continue in the Accumulation Period according to the terms of the Contract.

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 10 to 30 years. The payments do not depend on the Annuitant’s life.

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.

{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.}

{Unemployment Waiver Rider: This rider waives the withdrawal charge on any withdrawal of Contract Value if the owner becomes Unemployed and receives benefits from the state unemployment office. 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 this Single Premium Deferred Annuity which may not be available in all states. The Contract may be subject to withdrawal charges and any applicable Market Value Adjustment.

This Disclosure Statement contains a summary description of the 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.

**DISCLOSURE STATEMENT SIGNATURE PAGE
SINGLE PREMIUM DEFERRED ANNUITY**

Owner's Statement – I certify that:

- I understand that:
 - The contract provides a fixed interest account.
 - The Contract Withdrawal Value is the amount to be paid to me if I fully surrender the contract. It may include the assessment of Withdrawal Charges and Market Value Adjustments, if applicable.
 - The minimum guaranteed interest rate for new contracts is stated on the Contract Data Page.
 - 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.
 - {This contract contains a Market Value Adjustment which may increase or decrease the Contract Withdrawal Value.}
- I have read and understand the contract Disclosure Statement and kept a copy.
- I have received a copy of the Buyer's Guide to Fixed Deferred Annuities.
- I believe that this annuity contract is a suitable product for my financial needs.

Owner Signature

Date

Joint Owner Signature (if applicable)

Date



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

**DISCLOSURE STATEMENT AGENT'S SIGNATURE PAGE
SINGLE PREMIUM DEFERRED ANNUITY CONTRACT**

Agent's Statement – I certify that:

- I have read the {Forethought Book Value Annuity} 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 to the Owner.
- I made no statement that is inconsistent with the Disclosure Statement, nor have I made any promises about expected future interest rates for 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

**DISCLOSURE STATEMENT
SINGLE PREMIUM DEFERRED ANNUITY CONTRACT**

Thank you for applying for a Forethought Life Single Premium Deferred Annuity Contract series FA1100SPDA-01 (may be referred to as Certificate series GA1100SPDA-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 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 7 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. For tax purposes, 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 guaranteed annuity payments and Minimum Guaranteed Contract Withdrawal Values.

Contract Value: Daily interest, declared by us, is credited to the Contract Value. There are no annual administrative fees, front-end sales charges or loads. 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.

Interest Rates: All interest rates quoted are effective annual rates. These are the rates that result after interest has compounded daily for a full year. We set interest rates according to the following guidelines:

1. The Annuity Deposit will earn interest at the rate and for the time period shown on the Contract Data Page. Thereafter, we will declare a new interest rate from time to time.
2. Each credited interest rate will be guaranteed for at least one year.

We guarantee your Contract Value will always earn at least the guaranteed minimum interest rate set forth in the Interest Rates section of the Contract Data Page, regardless of future economic conditions.

Access to Contract Value: Withdrawal provisions give you access to your Contract Value. Withdrawals in the first 7 years may be subject to Withdrawal Charges and any applicable Market Value Adjustments. During the Free Withdrawal Availability Period stated on the Contract Data Page, you may make withdrawals of {the greater of 10% of the Contract Value on the prior anniversary and, the greater of the accumulated interest earnings and } the Required Minimum Distributions without incurring Withdrawal Charges or any applicable Market Value Adjustment.

Withdrawal Charge: Withdrawal Charges may be assessed on withdrawals that exceed the Free Withdrawal Amount as described above. The Contract Withdrawal Value is equal to the Contract Value less any applicable Withdrawal Charges, any applicable Market Value Adjustment, and less any applicable taxes. Withdrawal Charges Percentages are shown in the table below and are applied to the

amount withdrawn less the Free Withdrawal Amount. 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 and any applicable Market Value Adjustment will also be applied to any Free Withdrawal Amounts received in that Contract Year.

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

{Return of Annuity Deposit Guarantee: We guarantee the return of Your Annuity Deposit upon full withdrawal. If you make a full withdrawal at any time, you will receive at least the amount of Your Annuity Deposit less all prior Withdrawal Proceeds. Any applicable Withdrawal Charges and Market Value Adjustments will be waived to the extent that they would conflict with this Guarantee. For purposes of this provision, previous interest withdrawals will be considered return of deposit. }

{Market Value Adjustment: Any amounts that are assessed a Withdrawal Charge will also be subject to a Market Value Adjustment, which may increase or decrease the Contract Withdrawal Value. Within limits, Market Value Adjustments generally increase the Contract Withdrawal Value when interest rates fall and decrease the Contract Withdrawal Value when interest rates rise. }

{Surrender Charge Waiver: If the Company is crediting a rate of interest on this Contract below the Surrender Charge Waiver Rate, during the Surrender Charge Waiver Rate Period, You may withdraw your Contract Value and no Withdrawal Charges or Market Value Adjustment, if otherwise applicable, will apply. Withdrawal Charges and any applicable Market Value Adjustment as stated in the Contract, will apply if the Company is crediting a rate of interest at or above the Surrender Charge Waiver Rate. After the Surrender Charge Waiver Rate Period, the Surrender Charge Waiver Rate Provision no longer applies.

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}. When we receive Proof of Death, 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 will continue in the Accumulation Period according to the terms of the Contract.

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 10 to 30 years. The payments do not depend on the Annuitant's life.

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.

{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.}

{Unemployment Waiver Rider: This rider waives the withdrawal charge on any withdrawal of Contract Value if the owner becomes Unemployed and receives benefits from the state unemployment office. 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 this Single Premium Deferred Annuity which may not be available in all states. The Contract may be subject to withdrawal charges and any applicable Market Value Adjustment.

This Disclosure Statement contains a summary description of the 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.

**DISCLOSURE STATEMENT SIGNATURE PAGE
SINGLE PREMIUM DEFERRED ANNUITY**

Owner's Statement – I certify that:

- I understand that:
 - The contract provides a fixed interest account.
 - The Contract Withdrawal Value is the amount to be paid to me if I fully surrender the contract. It may include the assessment of Withdrawal Charges and Market Value Adjustments, if applicable.
 - The minimum guaranteed interest rate for new contracts is stated on the Contract Data Page.
 - 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.
 - {This contract contains a Market Value Adjustment which may increase or decrease the Contract Withdrawal Value.}
- I have read and understand the contract Disclosure Statement and kept a copy.
- I have received a copy of the Buyer's Guide to Fixed Deferred Annuities.
- I believe that this annuity contract is a suitable product for my financial needs.

Owner Signature

Date

Joint Owner Signature (if applicable)

Date



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

**DISCLOSURE STATEMENT AGENT'S SIGNATURE PAGE
SINGLE PREMIUM DEFERRED ANNUITY CONTRACT**

Agent's Statement – I certify that:

- I have read the {Forethought Book Value Annuity} 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 to the Owner.
- I made no statement that is inconsistent with the Disclosure Statement, nor have I made any promises about expected future interest rates for 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

**DISCLOSURE STATEMENT
SINGLE PREMIUM DEFERRED ANNUITY CONTRACT**

Thank you for applying for a Forethought Life Single Premium Deferred Annuity Contract series FA1100SPDA-01 (may be referred to as Certificate series GA1100SPDA-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 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 9 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. For tax purposes, 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 guaranteed annuity payments and Minimum Guaranteed Contract Withdrawal Values.

Contract Value: Daily interest, declared by us, is credited to the Contract Value. There are no annual administrative fees, front-end sales charges or loads. 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.

Interest Rates: All interest rates quoted are effective annual rates. These are the rates that result after interest has compounded daily for a full year. We set interest rates according to the following guidelines:

1. The Annuity Deposit will earn interest at the rate and for the time period shown on the Contract Data Page. Thereafter, we will declare a new interest rate from time to time.
2. Each credited interest rate will be guaranteed for at least one year.

We guarantee your Contract Value will always earn at least the guaranteed minimum interest rate set forth in the Interest Rates section of the Contract Data Page, regardless of future economic conditions.

Access to Contract Value: Withdrawal provisions give you access to your Contract Value. Withdrawals in the first 9 years may be subject to Withdrawal Charges and any applicable Market Value Adjustments. During the Free Withdrawal Availability Period stated on the Contract Data Page, you may make withdrawals of {the greater of 10% of the Contract Value on the prior anniversary and, the greater of the accumulated interest earnings and } the Required Minimum Distributions without incurring Withdrawal Charges or any applicable Market Value Adjustment.

Withdrawal Charge: Withdrawal Charges may be assessed on withdrawals that exceed the Free Withdrawal Amount as described above. The Contract Withdrawal Value is equal to the Contract Value less any applicable Withdrawal Charges, any applicable Market Value Adjustment, and less any applicable taxes. Withdrawal Charges Percentages are shown in the table below and are applied to the

amount withdrawn less the Free Withdrawal Amount. 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 and any applicable Market Value Adjustment will also be applied to any Free Withdrawal Amounts received in that Contract Year.

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

{Return of Annuity Deposit Guarantee: We guarantee the return of Your Annuity Deposit upon full withdrawal. If you make a full withdrawal at any time, you will receive at least the amount of Your Annuity Deposit less all prior Withdrawal Proceeds. Any applicable Withdrawal Charges and Market Value Adjustments will be waived to the extent that they would conflict with this Guarantee. For purposes of this provision, previous interest withdrawals will be considered return of deposit. }

{Market Value Adjustment: Any amounts that are assessed a Withdrawal Charge will also be subject to a Market Value Adjustment, which may increase or decrease the Contract Withdrawal Value. Within limits, Market Value Adjustments generally increase the Contract Withdrawal Value when interest rates fall and decrease the Contract Withdrawal Value when interest rates rise. }

{Surrender Charge Waiver: If the Company is crediting a rate of interest on this Contract below the Surrender Charge Waiver Rate, during the Surrender Charge Waiver Rate Period, You may withdraw your Contract Value and no Withdrawal Charges or Market Value Adjustment, if otherwise applicable, will apply. Withdrawal Charges and any applicable Market Value Adjustment as stated in the Contract, will apply if the Company is crediting a rate of interest at or above the Surrender Charge Waiver Rate. After the Surrender Charge Waiver Rate Period, the Surrender Charge Waiver Rate Provision no longer applies.

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}. When we receive Proof of Death, 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 will continue in the Accumulation Period according to the terms of the Contract.

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 10 to 30 years. The payments do not depend on the Annuitant's life.

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.

{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.}

{Unemployment Waiver Rider: This rider waives the withdrawal charge on any withdrawal of Contract Value if the owner becomes Unemployed and receives benefits from the state unemployment office. 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 this Single Premium Deferred Annuity which may not be available in all states. The Contract may be subject to withdrawal charges and any applicable Market Value Adjustment.

This Disclosure Statement contains a summary description of the 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.

**DISCLOSURE STATEMENT SIGNATURE PAGE
SINGLE PREMIUM DEFERRED ANNUITY**

Owner's Statement – I certify that:

- I understand that:
 - The contract provides a fixed interest account.
 - The Contract Withdrawal Value is the amount to be paid to me if I fully surrender the contract. It may include the assessment of Withdrawal Charges and Market Value Adjustments, if applicable.
 - The minimum guaranteed interest rate for new contracts is stated on the Contract Data Page.
 - 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.
 - {This contract contains a Market Value Adjustment which may increase or decrease the Contract Withdrawal Value.}
- I have read and understand the contract Disclosure Statement and kept a copy.
- I have received a copy of the Buyer's Guide to Fixed Deferred Annuities.
- I believe that this annuity contract is a suitable product for my financial needs.

Owner Signature

Date

Joint Owner Signature (if applicable)

Date



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

**DISCLOSURE STATEMENT AGENT'S SIGNATURE PAGE
SINGLE PREMIUM DEFERRED ANNUITY CONTRACT**

Agent's Statement – I certify that:

- I have read the {Forethought Book Value Annuity} 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 to the Owner.
- I made no statement that is inconsistent with the Disclosure Statement, nor have I made any promises about expected future interest rates for 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-126837343 State: Arkansas
 Filing Company: Forethought Life Insurance Company State Tracking Number: 46994
 Company Tracking Number: FA1101SPDA-01
 TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.003 Single Premium
 Variable and Variable
 Product Name: Single Premium Deferred Annuity Contract
 Project Name/Number: MYGA/FA1101SPDA-01

Supporting Document Schedules

Item Status: **Status Date:**

Satisfied - Item: Flesch Certification

Comments:

Attachment:

MYGA CERT OF READABILITY.pdf

Item Status: **Status Date:**

Satisfied - Item: Statement of Variability

Comments:

Attachment:

Statement of Variability - 579 yr - Generic - 9-24-10.pdf

Item Status: **Status Date:**

Satisfied - Item: Previously Approval Riders

Comments:

These riders were previously approved by your office on the following dates and will be used with this product:

FAIRA-01, approved	10/19/06
FAROTHIRA-01, approved	10/19/06
FANHW-01, approved	10/05/07
FATIW-01, approved	10/05/07
FA4012-02, approved	06/08/09

Attachments:

FAIRA-01 IRA Rider.pdf

FAROTHIRA-01 Roth IRA Rider.pdf

FANHW-01 Nursing Home Waiver Rider.pdf

FATIW-01 Terminal Illness Waiver Rider.pdf

SERFF Tracking Number: FRTH-126837343 State: Arkansas
Filing Company: Forethought Life Insurance Company State Tracking Number: 46994
Company Tracking Number: FA1101SPDA-01
TOI: A02.II Individual Annuities- Deferred Non- Sub-TOI: A02.II.003 Single Premium
Variable and Variable
Product Name: Single Premium Deferred Annuity Contract
Project Name/Number: MYGA/FA1101SPDA-01
FA4012-02 Annuity Option Rider.pdf

Item Status:

**Status
Date:**

Satisfied - Item: Information to Contractholder

Comments:

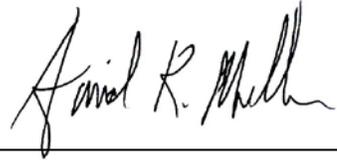
This notice is included in ALL annuity contracts.

Attachment:

FA4048-01-AR 011410.pdf

CERTIFICATION OF READABILITY

Forethought Life Insurance Company hereby certifies that these forms below achieve the Flesch reading ease scores listed.



Signature

David K. Mullen, Secretary

Type name and title

September 28, 2010

Date

Line of Insurance: Life/Annuity

Form Number(s):

FA1101SPDA-01	65.0
FA3009-01	50.0

FA4050-01	48.0
FA4051-01	54.0
FA4052-01	48.0
FA4053-01	42.0
FA4054-01	48.0
FA4055-01	58.0

FA5089SPDA-01 (5)-(7)-(9)	51.9
---------------------------	------

Statement of Variability
Forethought Life Insurance Company, Batesville Indiana
Contract Form Series FA1001FPDA-01

- On Page 1, the Free Look Period is bracketed [] and will depend on the requirements of state law.
- On Page 1, the Market Value Adjustment statement will only appear if the MVA Endorsement is attached. This will be attached at issue depending on whether it is offered at the time of sale.
- Several items will change based on information from the Owner
 - Issue Date
 - Owner's Name and Age
 - Annuitant's Name, Sex and Age
 - Beneficiaries
 - Maturity Date
 - Annuity Date
 - Contract Type (IRA, Roth, etc)
 - Deposit Amount

These are typically shown with () in the contract.

- The "Premium Tax Paid" and "Annuity Deposit Less Premium Tax" fields on the Contract Data Page are bracketed [] and may be included where applicable, or omitted.
- The "Minimum Withdrawal Amount" on the Contract Data Page may range between \$50 and \$2,000. Any changes will be applicable to new issues only.
- The "Minimum Contract Value after Withdrawal" on the Contract Data Page may range between \$500 and \$5,000. Any changes will be applicable to new issues only.
- The "Minimum Guaranteed Contract Withdrawal Value Interest Rate" on the Contract Data Page may range between 1.00% and 3.00% based on the Nonforfeiture rate in effect on the issue date. The rate is 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. Redetermination does not apply.
- The "Interest Rates" fields on the Contract Data Page is bracketed to allow for different initial interest rate guarantee periods, and to allow for the

existence or absence of programs to pay bonus rates during the initial interest guarantee period. The initial guarantee period may range from one year to the number of years in the withdrawal charge period. Rates beyond the initial guaranteed period will not be shown. "Bonus Interest Rates" will vary from 0% to 10%. "Base Interest Rates" will vary from 1% to 20%.

- The "Initial Interest Guarantee Term" field on the Contract Data Page is bracketed to allow for different initial interest rate guarantee periods. This item does not change after issue.
- The statement that "Withdrawal Charges may not reduce the Withdrawal Value below the Annuity Deposit paid" will only be added if the Return of Deposit Endorsement is attached.
- The "Surrender Charge Waiver Rate" field on the Contract Data Page are bracketed and will not appear if no Surrender Charge Waiver Endorsement is attached. If the Endorsement is attached, The rate will vary between 1.1% and 10.0%. Any changes will be applicable to new issues only.
- The "Surrender Charge Waiver Rate Period" field on the Contract Data Page are bracketed and will not appear if no Surrender Charge Waiver Rate Endorsement is attached. If the Endorsement is attached, the period will vary between 1 year and the end of the surrender charge period. Any changes will be applicable to new issues only.
- The "Free Withdrawal Availability Period" on the Contract Data Page is bracketed and will be either "All Years" or "Contract Years 2 and Later". Any changes will be applicable to new issues only.
- The "Free Withdrawal Amount" on the Contract Data Page is bracketed and will be either "Required Minimum Distributions", "10% of Account Value on Prior Anniversary", or "Accumulated Interest". These items will further be defined in endorsements to the Contract. Any changes will be applicable to new issues only.
- The "Market Value Adjustment" fields on the Contract Data Page are bracketed and will not appear if no MVA Endorsement is attached. If the MVA Endorsement is attached, it will say "Applies to Contract – See Endorsement". The "Percentage Factor will vary from 50% to 100%. Any changes will be applicable to new issues only.
- The "Death Benefit During the Accumulation Period" field on the Contract Data Page is bracketed and will be either "Contract Value" or "Contract Withdrawal Value". Any changes will be applicable to new issues only.

- The following Endorsements may or may not be available at the time of sale. If attached to the contract, they will appear as follows:
 - "Return of Deposit Endorsement"
 - "Market Value Adjustment Endorsement"
 - "10% Free Withdrawal Endorsement"
 - "Accumulated Interest Free Withdrawal Endorsement"
 - "Surrender Charge Waiver Endorsement"
 - "Nursing Home Waiver Rider"
 - "Terminal Illness Waiver Rider"
 - "Unemployment Waiver Rider"
 - "Guarantee Payout Period not to Exceed Life Expectancy"

- The Minimum Guaranteed Contract Withdrawal premium factor of under Contract Provisions on page 9 is bracketed and will vary between 87.5% and 100%. Any changes will be applicable to new issues only.

**Statement of Variability
Forethought Life Insurance Company
Application Form FA3009-01**

Section 7. Product Selection – This section will show only the selections being offered at the time. Rate Periods, Surrender Charge Periods, Free Withdrawal Options and Other benefits may be added or deleted in the future.

Statement of Variability
Forethought Life Insurance Company
Disclosure Form FA5089SPDA-01 (5) (7) (9)

Product Name – The name of the product may be changed for new issues.

Access to Contract Value Free Withdrawal language – The free withdrawal descriptions will be either “the greater of 10% of the Contract Value on the prior anniversary and” or “the greater of the accumulated interest earnings and” depending on the free withdrawal offered and selected at the time of issue.

Market Value Adjustment Section – This section will only appear if the Market Value Adjustment Endorsement is attached at time of issue.

Return of Deposit Guarantee Section – This section will only appear if the Return of Deposit Endorsement is attached at time of issue.

Surrender Charge Waiver Section – This section will only appear if the Surrender Charge Waiver Endorsement is attached at time of issue.

Death Benefit – The Death Benefit field bracketed and will be either “Contract Value” or “Contract Withdrawal Value”. Any changes will be applicable to new issues only.

Nursing Home Rider Section – This section will only appear if the Nursing Home Waiver Rider is attached at time of issue.

Terminal Illness Rider Section – This section will only appear if the Terminal Illness Waiver Rider is attached at time of issue.

Unemployment Rider Section – This section will only appear if the Unemployment Waiver Rider is attached at time of issue.

Owner’s Signature Page, MVA Statement – This section will only appear if the Market Value Adjustment Endorsement is attached at time of issue.

Statement of Variability Certification:

Forethought Life Insurance Company certifies that:

- The final form issued to the consumer will not contain brackets denoting variable text.
- The use of variable text will be administered in a uniform and non-discriminatory manner and will not result in unfair discrimination.
- Only text included in this Statement will be allowed to be used on the referenced forms received by consumers.
- Any changes to variable text or permissible range of values will be submitted for approval prior to implementation.

INDIVIDUAL RETIREMENT ANNUITY RIDER

General

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

Applicable Provisions

1. Owner

You shall be the Owner and the Annuitant. Any provision of the Contract allowing joint ownership is deleted.

2. Restrictions On Transferability, Exclusive Benefit, Nonforfeitability

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

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

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

3. Limitations on Contributions

(a) Only a rollover contribution (as permitted by Code Sections 402(c), (402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16)) will be accepted as the Premium payment for the Contract.

(b) No contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to Code Section 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date the Owner first participated in that employer's SIMPLE IRA plan.

(c) This Contract does not require fixed premium payments. No additional premiums, after the initial Premium, are required to keep this Contract in force.

4. Distributions of Owner's Interest

(a) Notwithstanding any provision of this IRA to the contrary, the distribution of the Owner's interest in the IRA shall be made in accordance with the requirements of Code Section 408(b)(3) and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the IRA (as determined under paragraph 5(c)) must satisfy the requirements of Code Section 408(a)(6) and the regulations thereunder, rather than paragraphs (b), (c) and (d) below and paragraph 5.

- (b) The entire interest of the Owner will commence to be distributed no later than the first day of April following the calendar year in which the Owner attains age 70 ½ (the “required beginning date”) over (a) the life of the Owner or the lives of the Owner and his or her designated Beneficiary or (b) a period certain not extending beyond the life expectancy of the Owner or the joint and last survivor expectancy of the Owner and his or her designated Beneficiary. Payments must be made in periodic payments at intervals of no longer than 1 year and must be either non-increasing or they may increase only as provided in Q&As-1 and -4 of Section 1.401(a)(9)-6T of the Temporary Income Tax Regulations. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of Section 1.401(a)(9)-6T.
- (c) The distribution periods described in paragraph (b) above cannot exceed the periods specified in Section 1.401(a)(9)-6T of the Temporary Income Tax Regulations.
- (d) The first required payment can be made as late as April 1 of the year following the year the Owner attains age 70 ½ and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval.

5. Distributions Upon Owner's Death

- (a) Death On or After Required Distributions Commence. If the Owner dies on or after the date required distributions commence, the remaining portion of his or her interest will continue to be distributed under the contract payment option chosen.
- (b) Death Before Required Distributions Commence. If the Owner dies before required distributions commence, his or her entire interest will be distributed at least as rapidly as follows:
 - (i) If the designated Beneficiary is someone other than the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death, over the remaining life expectancy of the designated Beneficiary, with such life expectancy determined using the age of the Beneficiary as of his or her birthday in the year following the year of the Owner's death, or, if elected, in accordance with subparagraph (b)(iii) below.
 - (ii) If the Owner's sole designated Beneficiary is the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death (or by the end of the calendar year in which the individual would have attained age 70 ½, if later), over such spouse's life, or, if elected, in accordance with subparagraph (b)(iii) below. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated Beneficiary's remaining life expectancy determined using such Beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with subparagraph (b)(iii) below. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the payment option chosen.
 - (iii) If there is no designated Beneficiary, or if applicable by operation of subparagraph (b)(i) or (b)(ii) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Owner's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under subparagraph (b)(ii) above).

- (iv) Life expectancy is determined using the Single Life Table in Q&A-1 of Section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in subparagraph (b)(i) or (ii) and reduced by 1 for each subsequent year.
- (c) The "interest" in the IRA includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of Section 1.408-8 of the Income Tax Regulations and the actuarial value of any other benefits provided under the IRA, such as guaranteed death benefits.
- (d) For purposes of paragraphs (a) and (b) above, required distributions are considered to commence on the Owner's required beginning date or, if applicable, on the date distributions are required to begin to the surviving spouse under subparagraph (b)(ii) above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Section 1.401(a)(9)-6T of the Temporary Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.
- (e) If the sole designated Beneficiary is the Owner's surviving spouse, the spouse may elect to treat the IRA as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a contribution to the IRA or fails to take required distributions as a Beneficiary.

6. Multiple IRAs

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

7. Compliance

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

8. Annual Reports

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

9. Amendments

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

10. Meaning of Terms

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

The effective date of this rider is the Issue Date.



President
Forethought Life Insurance Company

ROTH INDIVIDUAL RETIREMENT ANNUITY RIDER

General

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

Applicable Provisions

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

1. Owner

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

2. Restrictions On Transferability, Exclusive Benefit, Nonforfeitability

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

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

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

3. Limitations On Contributions

(a) Maximum Permissible Amount. Only a qualified rollover contribution will be accepted as the Premium payment for the Contract. A "qualified rollover contribution" is a rollover contribution that meets the requirements of Section 408(d)(3) of the Internal Revenue Code, except the one-rollover-per-year rule of Section 408(d)(3)(B) does not apply if the rollover contribution is from an IRA other than a Roth IRA (a "non-Roth IRA"). A qualified rollover contribution also includes a rollover from a designated Roth account described in Section 402A. Beginning January 1, 2008, a qualified rollover contribution will also include a rollover from any "eligible retirement plan" that meets the requirements of Section 402(c), 403(b)(8) or 457(e)(16). Contributions may be limited under (b) and (c) below.

(b) Qualified Rollover Contribution Limit. A rollover from a non-Roth IRA cannot be made to this IRA if, for the year the amount is distributed from the non-Roth IRA, (i) the Owner is married and files a separate return, (ii) the Owner is not married and has modified AGI in excess of \$100,000 or (iii) the Owner is married and together the Owner and the Owner's spouse have modified AGI in excess of \$100,000. For purposes of the preceding sentence, a husband and wife are not treated as married for a taxable year if they have lived apart at all times during that taxable year and file separate returns for the taxable year.

- (c) Simple IRA Limits. No contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to Section 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date the Owner first participated in that employer's SIMPLE IRA plan.
- (d) Modified AGI. For purposes of (b) above, an Owner's modified AGI for a taxable year is defined in Section 408A(c)(3)(C)(i) and does not include any amount included in adjusted gross income as a result of a rollover from a non-Roth IRA (a "conversion").

4. Required Distributions

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

- (iii) If there is no designated Beneficiary, or if applicable by operation of subparagraph (c)(i) or (c)(ii) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Owner's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under subparagraph (c)(ii) above).
- (iv) Life expectancy is determined using the Single Life Table in Q&A-1 of Section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in subparagraph (c)(i) or (ii) and reduced by 1 for each subsequent year.
- (d) The "interest" in the IRA includes the amount of any outstanding rollover, transfer and recharacterization under Q&A's-7 and -8 of Section 1.408-8 of the Income Tax Regulations and the actuarial value of any other benefits provided under the IRA, such as guaranteed death benefits.
- (e) For purposes of subparagraph (c)(ii) above, required distributions are considered to commence on the date distributions are required to begin to the surviving spouse under such subparagraph. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Section 1.401(a)(9)-6T of the Temporary Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.
- (f) If the sole designated Beneficiary is the Owner's surviving spouse, the spouse may elect to treat the IRA as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a contribution to the IRA or fails to take required distributions as a Beneficiary.

5. Compliance

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

6. Annual Reports

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

7. Amendments

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

8. Terms

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

The effective date of this rider is the Issue Date.



President
Forethought Life Insurance Company

NURSING HOME WAIVER RIDER

In This Rider

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.

Definitions

Approved Nursing Facility – A facility which:

- Is licensed by the state in which it is located; and
- provides skilled nursing care under the supervision of a Physician; and
- has 24 hour a day nursing services by or under the supervision of a registered nurse; and
- keeps a daily medical record of each patient.

Owner – The Owner or one of the Joint Owners of the Contract to which this rider is attached or the Annuitant or one of the Joint Annuitants if the Owner is a non-natural person.

Physician – A medical doctor who is licensed by the state in which he/she practices medicine and is not a member of the Owner's family.

Proof – Evidence satisfactory to Us.

THE BENEFIT

The Withdrawal Charge will be waived on any portion of the Contract Value withdrawn after We receive Proof that the Owner has been confined to an Approved Nursing Facility on or after the first Contract Anniversary and continuing for at least 60 consecutive days. We must receive Proof no later than 90 days following the Owner's discharge from an Approved Nursing Facility.

The effective date of this rider is the Issue Date.



President
Forethought Life Insurance Company

TERMINAL ILLNESS WAIVER RIDER

In This Rider

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.

Definitions

Owner – The Owner or one of the Joint Owners of the Contract to which this rider is attached or the Annuitant or one of the Joint Annuitants if the Owner is a non-natural person.

Physician – A medical doctor who is licensed by the state in which he/she practices medicine and is not a member of the Owner's family.

Proof – Evidence satisfactory to Us.

Terminal Illness – A medical condition resulting from bodily injury, or disease, or both:

- which has been diagnosed by a licensed and qualified Physician; and
- which diagnosis is supported by clinical, radiological, laboratory evidence or other Proof of the medical condition; and
- which a licensed and qualified Physician certifies is expected to result in death within 12 months; and
- which is confirmed by a second opinion of another licensed and qualified Physician, based upon that Physician's examination of the Owner.

The Physician selected to provide a second opinion must be acceptable to both You and Us. Any second opinion shall be done at Our expense and shall be conclusive as to whether the Owner suffers from a Terminal Illness. We may, at Our sole discretion, waive the requirement of a second opinion.

THE BENEFIT

The Withdrawal Charge will be waived on any portion of the Contract Value withdrawn after the first Contract Anniversary and after We receive Proof that the Owner is suffering from a Terminal Illness.

The effective date of this rider is the Issue Date.



President
Forethought Life Insurance Company

GUARANTEED PAYMENT PERIOD, NOT TO EXCEED LIFE EXPECTANCY ANNUITY OPTION RIDER

In This Rider

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.

The Benefit

The following additional Annuity Option is available for You to elect on the Annuity Date:

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

Once payments commence under this Annuity Option, the option is irrevocable and the Contract has no value that can be surrendered, loaned, commuted or withdrawn.

The payments made under this annuity are non-assignable.

The effective date of this Rider is the Issue Date.



President
Forethought Life Insurance Company



INFORMATION TO CONTRACTHOLDER

If you have any questions regarding your contract, please contact the agent who sold you this policy or contact the company directly at:

Forethought Life Insurance Company
One Forethought Center
Batesville, Indiana 47006-0246
1-877-244-7526

If we at Forethought Life Insurance Company fail to provide you with reasonable and adequate service, you should feel free to contact:

Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201
1-501-371-2640 or
1-800-852-5494

SERFF Tracking Number: *FRTH-126837343* State: *Arkansas*
 Filing Company: *Forethought Life Insurance Company* State Tracking Number: *46994*
 Company Tracking Number: *FA1101SPDA-01*
 TOI: *A02.II Individual Annuities- Deferred Non- Variable and Variable* Sub-TOI: *A02.II.003 Single Premium*
 Product Name: *Single Premium Deferred Annuity Contract*
 Project Name/Number: *MYGA/FA1101SPDA-01*

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
10/04/2010	Form	Single Premium Deferred Annuity Contract	10/15/2010	FA1101SPDA-01 MYGA Contract - Final 092710 (5, 7, 9 Year).pdf (Superceded)



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.

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 [30] 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.


Assistant Secretary


President

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
{Market Value Adjustment may be applied on withdrawals
which could increase or decrease Withdrawal Charges}
This Contract is not insured by the FDIC

NON-PARTICIPATING

TABLE OF CONTENTS

	<u>Page Number</u>
Right to Examine and Return This Contract	1
Contract Data Page	3A
General Contract Information	3A
Withdrawal Charges	3B
Endorsements and Riders Attached to this Contract	3B
Table of Guaranteed Values	3C
Definitions	4
General Provisions	5
The Contract	5
Incontestability	5
Non-Participating	5
Misstatement of Age or Sex	5
Protection of Proceeds	5
Reports	5
Premium and Other Taxes	5
Evidence of Survival	5
Modification of Contract	5
Deferral Payments	5
Reserves, Values and Benefits	5
Annuitant, Ownership, Assignment Provisions	6
Owner	6
Joint Owner	6
Annuitant	6
Assignment	6
Beneficiary Provisions	7
Beneficiary	7
Simultaneous Death of Beneficiary and Owner	7
Change of Beneficiary	7
Annuity Deposit Provisions	7
Annuity Deposit	7
Contract Value Provision	8
Contract Value	8
Interest	8
Death Benefit Provisions	9
Death of Owner During the Accumulation Period	9
Death Benefit Amount During the Accumulation Period	9
Death Benefit Options During the Accumulation Period	9
Death of Owner During the Annuitization Period	9
Death of Annuitant	9
Payment of Death Benefit	10

TABLE OF CONTENTS (continued)

	<u>Page Number</u>
Withdrawal Provisions	11
Withdrawals	11
Withdrawal Amount	11
Withdrawal Charge Period	11
Withdrawal Charge	11
Free Withdrawal Amount	11
Annuity Provisions	
Maturity Date	12
Annuity Date	12
Election of Annuity Options	12
Annuity Options	12
Annuity Payments	12
Frequency and Amount of Annuity Payments	13
Basis of Payments	13

CONTRACT DATA PAGE

CONTRACT NUMBER: (123456789)

ISSUE DATE: (January 1, 2011)

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, 2076)**

ANNUITY DATE: (January 1, 2076)

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

ANNUITY DEPOSIT: (\$100,000.00)
[PREMIUM TAX PAID: (\$0.00)]
[ANNUITY DEPOSIT LESS PREMIUM TAX: (\$100,000.00)]

MINIMUM WITHDRAWAL AMOUNT: (\$250.00)
MINIMUM CONTRACT VALUE AFTER WITHDRAWAL: (\$500.00)

MINIMUM GUARANTEED CONTRACT WITHDRAWAL VALUE INTEREST RATE: **(1.25%)**

INTEREST RATES

The interest rate payable on the Contract Value is guaranteed as follows:

	{Base Interest Rate}	{Bonus Interest Rate}	Total Annual Interest Rate
Contract Year 1	2.00%	1.00%	{3.00%}
{ 2	2.00%	0.00%	{2.00%}}
{ 3	2.00%	0.00%	{2.00%}}
{ 4	2.00%	0.00%	{2.00%}}
{ 5	2.00%	0.00%	{2.00%}}

INITIAL INTEREST GUARANTEE TERM

(5) Years

The interest rate payable on the Contract Value will be determined on an annual basis after Contract Year (x)

The Interest Rate will never be less than: **1%**

WITHDRAWAL CHARGE PERIOD**5 Years****TABLE OF WITHDRAWAL CHARGE PERCENTAGES**

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

Contract Year	1	2	3	4	5	Thereafter
Percentage Charge	8%	8%	7%	6%	5%	0%

{WITHDRAWAL CHARGES MAY NOT REDUCE THE WITHDRAWAL VALUE BELOW THE ANNUITY DEPOSIT PAID}

{SURRENDER CHARGE WAIVER RATE **{1.00%}}**
{SURRENDER CHARGE WAIVER RATE PERIOD **{5 Years}}****{FREE WITHDRAWAL AVAILABILITY PERIOD:** {Contract Years 2 and later}}
{FREE WITHDRAWAL AMOUNT: {10% of Contract Value on previous Anniversary}}**{MARKET VALUE ADJUSTMENT** {Applies to Contract – See Market Value Adjustment Endorsement}}
{PERCENTAGE FACTOR: {100%}}**DEATH BENEFIT DURING THE ACCUMULATION PERIOD:** {Contract Value}**ANNUITY SERVICE CENTER:**FORETHOUGHT LIFE INSURANCE COMPANY
ONE FORETHOUGHT CENTER
P.O. BOX 296
BATESVILLE, IN 47006-0296**ENDORSEMENTS AND RIDERS ATTACHED TO THIS CONTRACT:****{NONE}**
{10% Free Withdrawal Endorsement, Accumulated Interest Free Withdrawal Endorsement}
{Return of Annuity Deposit Endorsement}
{Market Value Adjustment Endorsement}
{Surrender Charge Waiver Endorsement}
{Nursing Home Waiver Rider}
{Terminal Illness Waiver Rider}
{Unemployment Waiver Rider}
{IRA Rider}
{Roth IRA Rider}
{Guaranteed Payout Period Not to Exceed Life Expectancy}

CONTRACT DATA PAGE

CONTRACT NUMBER: (123456789)

ISSUE DATE: (January 1, 2011)

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, 2076)**

ANNUITY DATE: (January 1, 2076)

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

ANNUITY DEPOSIT: (\$100,000.00)
[PREMIUM TAX PAID: (\$0.00)]
[ANNUITY DEPOSIT LESS PREMIUM TAX: (\$100,000.00)]

MINIMUM WITHDRAWAL AMOUNT: (\$250.00)
MINIMUM CONTRACT VALUE AFTER WITHDRAWAL: (\$500.00)

MINIMUM GUARANTEED CONTRACT WITHDRAWAL VALUE INTEREST RATE: **(1.25%)**

INTEREST RATES

The interest rate payable on the Contract Value is guaranteed as follows:

	{Base Interest Rate}	{Bonus Interest Rate}	Total Annual Interest Rate
Contract Year 1	2.00%	1.00%	{3.00%}
{ 2	2.00%	0.00%	{2.00%}}
{ 3	2.00%	0.00%	{2.00%}}
{ 4	2.00%	0.00%	{2.00%}}
{ 5	2.00%	0.00%	{2.00%}}
{ 6	2.00%	0.00%	{2.00%}}
{ 7	2.00%	0.00%	{2.00%}}

INITIAL INTEREST GUARANTEE TERM

(7) Years

The interest rate payable on the Contract Value will be determined on an annual basis after Contract Year (x)

The Interest Rate will never be less than: **1%**

WITHDRAWAL CHARGE PERIOD**7 Years****TABLE OF WITHDRAWAL CHARGE PERCENTAGES**

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

Contract Year	1	2	3	4	5	6	7	Thereafter
Percentage Charge	8%	8%	7%	6%	5%	4%	3%	0%

{WITHDRAWAL CHARGES MAY NOT REDUCE THE WITHDRAWAL VALUE BELOW THE ANNUITY DEPOSIT PAID}

{SURRENDER CHARGE WAIVER RATE **{1.00%}}**
{SURRENDER CHARGE WAIVER RATE PERIOD **{7 Years}}**

{FREE WITHDRAWAL AVAILABILITY PERIOD: {Contract Years 2 and later}}
{FREE WITHDRAWAL AMOUNT: {10% of Contract Value on previous Anniversary}}

{MARKET VALUE ADJUSTMENT {Applies to Contract – See Market Value Adjustment Endorsement}}
{PERCENTAGE FACTOR: {100%}}

DEATH BENEFIT DURING THE ACCUMULATION PERIOD: {Contract Value}

ANNUITY SERVICE CENTER:

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

ENDORSEMENTS AND RIDERS ATTACHED TO THIS CONTRACT:

{NONE}
{10% Free Withdrawal Endorsement, Accumulated Interest Free Withdrawal Endorsement}
{Return of Annuity Deposit Endorsement}
{Market Value Adjustment Endorsement}
{Surrender Charge Waiver Endorsement}
{Nursing Home Waiver Rider}
{Terminal Illness Waiver Rider}
{Unemployment Waiver Rider}
(IRA Rider)
(Roth IRA Rider)
{Guaranteed Payout Period Not to Exceed Life Expectancy}

CONTRACT DATA PAGE

CONTRACT NUMBER: (123456789)
ISSUE DATE: (January 1, 2011)
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, 2076)**
ANNUITY DATE: (January 1, 2076)
CONTRACT TYPE: (Non-Qualified, IRA, Roth IRA)
ANNUITY DEPOSIT: (\$100,000.00)
[PREMIUM TAX PAID: (\$0.00)
[ANNUITY DEPOSIT LESS PREMIUM TAX: (\$100,000.00)]
MINIMUM WITHDRAWAL AMOUNT: (\$250.00)
MINIMUM CONTRACT VALUE AFTER WITHDRAWAL: (\$500.00)
MINIMUM GUARANTEED CONTRACT WITHDRAWAL VALUE INTEREST RATE: **(1.25%)**

INTEREST RATES

The interest rate payable on the Contract Value is guaranteed as follows:

	{Base Interest Rate}	{Bonus Interest Rate}	Total Annual Interest Rate
Contract Year 1	2.00%	1.00%	{3.00%}
{ 2	2.00%	0.00%	{2.00%}}
{ 3	2.00%	0.00%	{2.00%}}
{ 4	2.00%	0.00%	{2.00%}}
{ 5	2.00%	0.00%	{2.00%}}
{ 6	2.00%	0.00%	{2.00%}}
{ 7	2.00%	0.00%	{2.00%}}
{ 8	2.00%	0.00%	{2.00%}}
{ 9	2.00%	0.00%	{2.00%}}

INITIAL INTEREST GUARANTEE TERM

(9) Years

The interest rate payable on the Contract Value will be determined on an annual basis after Contract Year (x)

The Interest Rate will never be less than:

1%

WITHDRAWAL CHARGE PERIOD**9 Years****TABLE OF WITHDRAWAL CHARGE PERCENTAGES**

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

Contract Year	1	2	3	4	5	6	7	8	9	Thereafter
Percentage Charge	8%	8%	7%	6%	5%	4%	3%	2%	1%	0%

{WITHDRAWAL CHARGES MAY NOT REDUCE THE WITHDRAWAL VALUE BELOW THE ANNUITY DEPOSIT PAID}

{SURRENDER CHARGE WAIVER RATE **{1.00%}}**
{SURRENDER CHARGE WAIVER RATE PERIOD **{9 Years}}**

{FREE WITHDRAWAL AVAILABILITY PERIOD: {Contract Years 2 and later}}
{FREE WITHDRAWAL AMOUNT: {10% of Contract Value on previous Anniversary}}

{MARKET VALUE ADJUSTMENT {Applies to Contract – See Market Value Adjustment Endorsement}}
{PERCENTAGE FACTOR: {100%}}

DEATH BENEFIT DURING THE ACCUMULATION PERIOD: {Contract Value}

ANNUITY SERVICE CENTER:

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

ENDORSEMENTS AND RIDERS ATTACHED TO THIS CONTRACT:

{NONE}
{10% Free Withdrawal Endorsement, Accumulated Interest Free Withdrawal Endorsement}
{Return of Annuity Deposit Endorsement}
{Market Value Adjustment Endorsement}
{Surrender Charge Waiver Endorsement}
{Nursing Home Waiver Rider}
{Terminal Illness Waiver Rider}
{Unemployment Waiver Rider}
{IRA Rider}
{Roth IRA Rider}
{Guaranteed Payout Period Not to Exceed Life Expectancy}

TABLE OF GUARANTEED VALUES*

Contract Year	Minimum Guaranteed Interest Rate	End of Year Contract Value	End of Year Minimum Guaranteed Contract Withdrawal Value
1	1.00%	1,010.00	883.75
2	1.00%	1,020.10	892.59
3	1.00%	1,030.30	901.51
4	1.00%	1,040.60	910.53
5	1.00%	1,051.01	919.63
6	1.00%	1,061.52	928.83
7	1.00%	1,072.14	938.12
8	1.00%	1,082.86	947.50
9	1.00%	1,093.69	956.97
10	1.00%	1,104.62	966.54
11	1.00%	1,115.67	976.21
12	1.00%	1,126.83	985.97
13	1.00%	1,138.09	995.83
14	1.00%	1,149.47	1,005.79
15	1.00%	1,160.97	1,015.85
16	1.00%	1,172.58	1,026.01
17	1.00%	1,184.30	1,036.27
18	1.00%	1,196.15	1,046.63
19	1.00%	1,208.11	1,057.1
20	1.00%	1,220.19	1,067.67

* Values shown assume

1. A \$1,000 Annuity Deposit at the beginning of the first Contract Year.
2. Interest credited at the minimum guaranteed interest rate of 1%.
3. No withdrawals.

Actual values may be greater if interest crediting rates are higher than those guaranteed in this Contract.

DEFINITIONS

Accumulation Period - The period prior to the Annuity Date.

Annuitant – The person upon whose life the Annuity Payments may be based.

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

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

Annuity Deposit – The Premium credited to this contract on the Issue Date of the Contract.

Annuitization Period - The period during which Annuity Payments are payable.

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

Beneficiary - The person You name to receive a death benefit payable under this Contract.

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 Market Value Adjustment 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.

Interest Rate - The effective annual rates of interest listed on the Contract Data Page which are credited to the Contract Values.

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.

Market Value Adjustment – An adjustment that may be made to your Withdrawal Amount as described in the Market Value Adjustment Endorsement. If no Market Value Adjustment Endorsement is attached then the Market Value Adjustment is not applicable.

Notice - Communication providing information We need in the form we require. 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.

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.

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

NON-PARTICIPATING – We will not pay dividends on this Contract.

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 and 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, or at 1% if there is no applicable law.

PROTECTION OF PROCEEDS - No Beneficiary may encumber or assign any payments under this Contract before they are due. The Contract Value and other benefits under this Contract are exempt from creditor to the extent permitted by law.

REPORTS - At least once each calendar year, We will send to your last known address a report showing the Contract Value and any other information as may be required by law.

PREMIUM TAXES 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. 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 state and federal laws. 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 relevant section.

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.

NUMBER - Unless otherwise provided, all references in this Contract, which are in the singular form, will include the plural; all references in the plural form will include the singular.

DEFERRAL PAYMENTS – If approved by the Commissioner of Insurance for the state in which this Contract is delivered, We reserve the right to defer payments for any Withdrawal Amount for up to six months. Subject to state requirements, interest will be credited during such deferred period.

APPLICABLE LAW - This annuity Contract is governed by the laws of the state in which it is delivered.

ANNUITANT, OWNERSHIP, ASSIGNMENT PROVISIONS

ANNUITANT

The Annuitant is the person designated by You on whose life Annuity Payments are based. 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

The Owner, has all the interests 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, subject to Our underwriting rules in effect at the time of the request. 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 Center.

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 exercise 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.

BENEFICIARY PROVISIONS

BENEFICIARY - Unless You provide otherwise, the death benefit will be paid in equal shares to the Beneficiaries as follows:

1. to the primary Beneficiary 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 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 the primary Beneficiary. Any other Beneficiary designation will be a contingent Beneficiary unless otherwise indicated in a Notice to Us.

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

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 receive the Notice.

ANNUITY DEPOSIT PROVISIONS

ANNUITY DEPOSIT - The amount of the Annuity Deposit is shown on the Contract Data Page. No additional deposits may be made to the Contract at any time. If any check presented as payment of any part of an Annuity Deposit is not honored, the Contract will be void.

CONTRACT VALUE PROVISION

CONTRACT VALUE – The Contract Value is calculated as follows:

1. On the Issue Date, the Contract Value equals the Annuity Deposit.
2. On any day thereafter, the Contract Value equals:
 - (a) the Contract Value on the previous day; less
 - (b) Any Withdrawal Amount since the previous day; less
 - (c) any taxes assessed to the Contract Value since the previous day; less
 - (d) rider charges, if any, since the previous day; plus
 - (e) interest credited to the Contract Value since the previous day.

The Table of Guaranteed Values on page 3C shows the minimum Contract Values and the Minimum Guaranteed Contract Withdrawal Values that We guarantee. Actual Contract Values could be greater if We pay or credit interest in excess of the rates guaranteed.

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

INTEREST DURING THE ACCUMULATION PERIOD – Interest is credited to your account daily. All interest rates quoted are effective annual interest rates. These are the rates that result after interest has compounded daily for a full year.

We credit interest as follows:

1. Interest is initially credited to the Contract Value according to the rate(s) shown in the Interest Rates section of the Contract Data Page for the Initial Interest Guarantee Term.
2. The Annual Interest Rate for each Contract Year after the Initial Interest Guarantee Term will be declared in advance by Us and will be guaranteed for one Contract Year.
3. The interest rate will never be less than the guaranteed interest rates shown on the Contract Data Page.

We guarantee that prior to the selection of an Annuity Option, your annuity will always earn at least the guaranteed minimum interest rate set forth in the Interest Rates section of the Contract Data Page.

MINIMUM GUARANTEED CONTRACT WITHDRAWAL VALUE (MGCWV)

The MGCWV is calculated as follows:

1. On the Issue Date the MGCWV equals the Annuity Deposit, less any applicable premium tax, multiplied by {eighty seven and one half percent (87.50%)}
2. On any day thereafter, the MGCWV equals:
 - (a) the MGCWV on the previous day; less
 - (b) Withdrawal Proceeds paid since the previous day; less
 - (c) Rider Charges since the previous day; plus
 - (d) interest credited to the MGCWV at the Minimum Guaranteed Contract Withdrawal Value Interest Rate.

The Minimum Guaranteed Contract Withdrawal Value Interest Rate is shown on the Contract Data Page. The MGCWV will never be less than zero.

DEATH BENEFIT PROVISIONS

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

DEATH BENEFIT AMOUNT DURING THE ACCUMULATION PERIOD – If an Owner dies during the Accumulation Period, the Death Benefit is specified on the Contract Data Pages and is determined as of the date on which We have received both due proof of death and an election for the payment method. Until distributed, the Death Benefit will receive interest as required by the state in which this Contract is issued. If the Contract is continued by a surviving spouse as set forth below, the Contract Value will continue in the Accumulation Period according to the terms of the 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) if an Owner dies during the Accumulation Period. 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 years of the date of the death of the Owner; or

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

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

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

Payment to the Beneficiary, other than in a lump sum, may only be elected within the sixty day period after receipt of proof of death.

DEATH OF OWNER DURING THE ANNUITIZATION PERIOD - If the Owner, who is not the Annuitant, dies during the Annuitization 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. If the Owner dies during the Annuitization Period, the Beneficiary becomes the Owner.

DEATH OF ANNUITANT - If an Annuitant who is not an Owner dies during the Accumulation Period, the Owner becomes the Annuitant. The Owner may select a different 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 Annuitization Period, the death benefit 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 proof of death before any death benefit is paid. 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. 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 prior to the Annuity Date.

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, We may treat the request as a withdrawal of the entire Contract Value.

WITHDRAWAL PROCEEDS - Withdrawal Proceeds is the amount payable to You when You take a Withdrawal, after taking into consideration any Withdrawal Charges and any applicable Market Value Adjustment.

WITHDRAWAL AMOUNT - The Withdrawal Amount is the amount deducted from the Contract Value, including any Withdrawal Proceeds, Withdrawal Charges and applicable Market Value Adjustments.

Amounts withdrawn prior to the end of the Withdrawal Charge Period may be subject to a Withdrawal Charge and any applicable Market Value Adjustment. Any Withdrawal Charge and applicable Market Value Adjustment will be deducted from the remaining Contract Value. If the remaining Contract Value is less than the Withdrawal Charge and any applicable Market Value Adjustment, the Withdrawal Charge and applicable Market Value Adjustment will be deducted from the Withdrawal Proceeds.

WITHDRAWAL CHARGE - Cumulative withdrawals in any Contract Year that exceed any applicable Free Withdrawal Amount may be assessed a Withdrawal Charge. The Withdrawal Charge is equal to the percentage(s) shown on the Contract Data Page times the portion of the Withdrawal Amount subject to the Withdrawal Charge. We will not charge a Withdrawal Charge on Annuity Options beginning after the fifth Contract Anniversary.

FREE WITHDRAWAL AMOUNT – If Your Contract is issued for use as an IRA or under an Employer Sponsored Plan, distributions required under the Required Minimum Distribution rules imposed by the Internal Revenue Code of 1986 will be free from any Withdrawal Charges. 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 and any applicable Market Value Adjustment will also be applied to any Free Withdrawal Amounts occurring in that Contract Year.

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 – The Annuity Date is shown on the Contract Data Page. You may select to set Your Annuity Date and commence Annuity Payments under an elected Annuity Option after the first Contract Year. Prior to the Annuity Date, you may change the Annuity Date upon thirty days prior Notice to Us. The Annuity Date must be the first day of a month and may not be later than the Contract Anniversary following the Owner's or the oldest Joint Owner's 100th birthday.

ELECTION OF ANNUITY OPTIONS – You may select Your Annuity Option. If no Annuity Option is selected, We will apply Option 2 – Life Annuity with Ten Years of Annuity Payments Guaranteed on the Maturity Date. Upon thirty days Notice prior to the Annuity Date, You may change the Annuity Option. Once payments begin under an elected Annuity Option, that option is irrevocable and the Contract has no other value that can be surrendered, loaned, commuted or withdrawn.

ANNUITY OPTIONS – You may select one of the following Annuity Options, or any other Annuity Option acceptable to You and Us:

Option 1 – Life Annuity – We will make Annuity Payments 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 during the lifetime of the Annuitant with a guarantee that if at the Annuitant's death We have made less than 10 years of Annuity Payments, We will continue Annuity Payments for the remainder of the guaranteed period.

Option 3 – Life Annuity with 20 Years of Annuity Payments Guaranteed – We will make Annuity Payments during the lifetime of the Annuitant with a guarantee that if at the Annuitant's death We have made less than 20 years of Annuity Payments, We will continue Annuity Payments for the remainder of the guaranteed period.

Option 4 – Joint and Last Survivor Annuity – We will make Annuity Payments 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 during the joint lifetime of the Annuitant and the Joint Annuitant. 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, We have made less than 10 years of Annuity Payments, We will continue to make Annuity Payments for the remainder of the guaranteed period.

Option 6 – Guaranteed Payment Period – We will make payments for a guaranteed payment period of 10 to 30 years. The payments do not depend on the Annuitant's life.

ANNUITY PAYMENTS – The Annuity Tables that follow contain guaranteed monthly Annuity Payment amounts per \$1,000 of Contract Withdrawal Value. 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 days prior to the Annuity Date. For Attained Ages, combinations of sex, guaranteed payment periods, payment frequencies, and interest rates not shown in these tables, Annuity Payment factors will be calculated in a manner consistent with these Annuity Option Tables.

ANNUITY PROVISIONS (continued)

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 instead of Annuity Payments. If the amount of any Annuity Payment would be 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 1.00% 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
65	\$3.95	\$3.53	\$3.87	\$3.49	\$3.56	\$3.33
66	\$4.09	\$3.65	\$3.99	\$3.60	\$3.64	\$3.42
67	\$4.24	\$3.77	\$4.12	\$3.72	\$3.72	\$3.50
68	\$4.40	\$3.90	\$4.26	\$3.84	\$3.79	\$3.58
69	\$4.57	\$4.05	\$4.40	\$3.97	\$3.87	\$3.67
70	\$4.75	\$4.20	\$4.55	\$4.11	\$3.94	\$3.75
71	\$4.94	\$4.36	\$4.70	\$4.26	\$4.01	\$3.84
72	\$5.14	\$4.54	\$4.86	\$4.41	\$4.08	\$3.92
73	\$5.36	\$4.74	\$5.03	\$4.57	\$4.15	\$4.00
74	\$5.59	\$4.94	\$5.20	\$4.75	\$4.21	\$4.08
75	\$5.84	\$5.17	\$5.38	\$4.93	\$4.26	\$4.15
76	\$6.11	\$5.41	\$5.57	\$5.12	\$4.32	\$4.22
77	\$6.39	\$5.67	\$6.76	\$5.31	\$4.36	\$4.28
78	\$6.70	\$5.95	\$5.95	\$5.52	\$4.41	\$4.34
79	\$7.03	\$6.26	\$6.14	\$5.73	\$4.45	\$4.39
80	\$7.38	\$6.59	\$6.34	\$5.94	\$4.48	\$4.44

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			
	60	65	70	75
60	\$2.71	\$2.89	\$3.05	\$3.17
65	\$2.83	\$3.08	\$3.33	\$3.54
70	\$2.91	\$3.24	\$3.60	\$3.94
75	\$2.97	\$3.36	\$3.81	\$4.31

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			
	60	65	70	75
60	\$2.71	\$2.89	\$3.05	\$3.17
65	\$2.82	\$3.08	\$3.33	\$3.54
70	\$2.91	\$3.24	\$3.59	\$3.92
75	\$2.96	\$3.35	\$3.80	\$4.28

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
10	\$8.75	17	\$5.32	24	\$3.09
11	\$7.99	18	\$5.05	25	\$3.76
12	\$7.36	19	\$4.81	26	\$3.63
13	\$6.83	20	\$4.59	27	\$3.51
14	\$6.37	21	\$4.39	28	\$3.40
15	\$5.97	22	\$4.21	29	\$3.30
16	\$5.63	23	\$4.05	30	\$3.21